



THE

JAMMU & KASHMIR GOVERNMENT GAZETTE

Vol.132] Jammu, Thu., the 19th Dec., 2019/28th Agra., 1941. [No. 38

CONTENTS	English Pages	Vernacu- lar pages
PART I-A6 Appointments, promotions, transfers and leave of absence sanctioned by the Governor, Government and the Ministers	334-342	
PART I-B6 Notifications, Communiques and General Orders by the Government and the Ministers	489-500	
PART II-A6 Appointments, promotions, transfers and leave of absence sanctioned by Heads of Departments....	75-76	
PART II- B6 Notifications, Notices and Orders by Heads of Departments, Provincial Heads, Magistrates and other officers competent to issue public notices under any law or rule	313-318	
PART II-C6 Notifications, Notices and Orders by Election Commission of India, Chief Electoral Officer, Jammu and Kashmir and other Officers of the Department, Election Petitions and Judgements of Election Tribunal		
PART III- Laws, Regulations and Rules passed thereunder		
PART IV6 Reprints from the Government of India Gazette or Gazettes of others Governments....		
PART V6 Information and Statistics		
(a) Rates and prices in the State....		
(b) Rates and wages		
(c) Crop Report and Forecasts		
(d) Whether Observations		
(e) Vital Statistics		
SUPPLEMENT-A6Trade Monthly Imports and Exports from the State		
SUPPLEMENT-B6Police		
SUPPLEMENT-C6Advertisements		
	141-186	317-324

Notification

It is hereby notified that the below mentioned Advocates on having surrendered their Certificates of Enrollment and voluntarily suspended their practice, as such their Enrollment Certificates are kept in abeyance with effect from the dates shown against each :

S. No.	Name	Date of Surrender	Enrollment No. & Date
1.	S/Shri Mr. Mohd Waseem Mirza S/o Abdul Rashid R/o Revenue Colony, W. No. 3, Near PMGSY Office, Rajouri	24-06-2019	JK-32/2014 Dt. 13-03-2014
2.	Mr. Ahsan Khan S/o Doulat Khan R/o Pathanteer, Mendhar, District Poonch	28-06-2019	JK-244/2013 Dt. 12-07-2013

By order

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Notification

No. 703 Dated 19-09-2019.

It is hereby notified that vide High Court Order dated 13-09-2019 Ms. Syed Kowsara Jan D/o Sh. Gh. Mohd Shah R/o Monghama, Tehsil and District Pulwama has been admitted and enrolled as an Advocate on the Rolls of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of her Provisional/LL.B Degree Certificate from the concerned University and verification of her character and antecedents from CID. Her name has been entered under Serial No. JK-444/2019 in the Roll of Advocates maintained by this Registry.

Notification

It is hereby notified that vide High Court Order dated 13-09-2019 Mr. Malik Nasir Ali S/o Sh. Mohd Ibrahim Malik R/o Jawaharpora, Narbal, Tehsil Narbal, District Budgam has been admitted and enrolled as an Advocate on the Rolls of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of his Provisional/LL.B Degree Certificate from the concerned University and verification of his character and antecedents from CID. His name has been entered under Serial No. JK-396/2019 in the Roll of Advocates maintained by this Registry.

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It is hereby notified that vide High Court Order dated 13-09-2019 Mr. Mudasir Ahmad Shah S/o Sh. Mohd Amin Shah R/o Shah Mohalla, Vehil, Tehsil and District Shopian has been admitted and enrolled as an Advocate on the Rolls of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of his Provisional/LL.B Degree Certificate from the concerned University and verification of his character and antecedents from CID. His name has been entered under Serial No. JK-395/2019 in the Roll of Advocates maintained by this Registry.

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Notification

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Notification

It is hereby notified that vide High Court Order dated 13-09-2019 Ms. Nazish Fayaz D/o Sh. Fayaz Ahmad Dar R/o Hyderpora, Main Airport Road, Near Jamia Masjid, Chanapora, Srinagar has been admitted and enrolled as an Advocate on the Rolls of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of her Provisional/LL.B Degree Certificate from the concerned University and verification of her character and antecedents from CID. Her name has been entered under Serial No. JK-405/2019 in the Roll of Advocates maintained by this Registry.

The renewal/extension of provisional licence/enrollment must be sought before the date of expiry unless the absolute/final enrollment as an Advocate is ordered therebefore.

(Sd.) MOHAMMAD YASIN BEIGH,

Additional Registrar.



THE

JAMMU AND KASHMIR GOVERNMENT GAZETTE

Vol. 132] Jammu, Thu., the 19th Dec., 2019/28th Agra., 1941. [No. 38

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PART I—B

Jammu and Kashmir Government—Notifications.

GOVERNMENT OF JAMMU AND KASHMIR,

CIVIL SECRETARIAT& REVENUE DEPARTMENT.

Notification No. 184-Rev (LAJ) of 2019

Dated 24-10-2019.

Whereas, the land specifications whereof are given below is required
for public purpose viz. for construction of Ans Tunnel by Irrigation Department
situated in Village Gakhrote, Tehsil Kotranka, District Rajouri :

Particulars of land

District	Tehsil	Village	Kh. No.	Area
Rajouri	Kotranka	Gakhrote	916	00616

District Rajouri is directed under section 7 of the said Act to take orders for acquisition of the said land after giving prescribed notice to the interested person(s) as required under the Land Acquisition Act/Rules.

However, the Collector concerned shall be personally responsible for identification and proper title verification of all types of land involved in the case for making apportionment of compensation amongst all the interested persons/rightful claimants in accordance with the relevant laws/rules in force, while making the award.

(Sd.) ABDUL MAJID,

Secretary to Government,
Revenue Department.

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GOVERNMENT OF JAMMU AND KASHMIR,
CIVIL SECRETARIAT& REVENUE DEPARTMENT.

Notification No. 185-Rev (LAJ) of 2019

Dated 24-10-2019.

Whereas, the land specifications whereof are given below is required for public purpose viz. for construction of road from KM 16th of TO2 to Prat situated in Village Prat, Tehsil Mendhar, District Poonch under PMGSY :ô

Specifications of land

District	Tehsil	Village	Kh. Nos.	Area
1	2	3	4	5
Poonch	Mendhar	Prat	143 267	K. M. 01605 03614

492 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
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[illegible]

Whereas, on the basis of an indent placed by Chief Engineer, PMGSY (JKRRDA), Jammu, a notification under section 4(1) was issued by Collector, Land Acquisition (SDM), Mendhar vide No. SDM/LA/PMGSY/472 dated 28-05-2018 for land measuring 17 Kanals and 07 Marlas situated in Village Prat, Tehsil Mendhar, District Poonch ;

Whereas, the Collector, Land Acquisition (SDM), Mendhar vide No. SDM/LA-PMGSY/147-48 dated 29-07-2019 has reported that the notification issued under section 4(1) of the J&K State Land Acquisition Act was served upon the interested persons for filing objections, if any, to the proposed acquisition but no objection was received from the land owners/interested persons in the prescribed time period as required under sections 5 & 5-A of the Land Acquisition Act ;

Whereas, the report furnished by Collector, Land Acquisition (SDM), Mendhar vide number referred to above duly endorsed by the District Collector (DC) Poonch, vide No. DCP/LA/819-20 dated 31-07-2019, Divisional Commissioner, Jammu vide No. 502/3625/PMGSY/Prat/P/19/

No. 38] The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. 493
2223 dated 18-09-2019 and by the Financial Commissioner, Revenue
vide No. FC-LS/LA/4977/2019 dated 17-10-2019 has been examined and
it has been found that the land owners did not file any objection to the
proposed acquisition ;

Whereas, the Government is satisfied that the land particulars whereof
are given above is required for public purpose viz. for construction of
road from KM 16th of TO2 to Prat situated in Village Prat, Tehsil Mendhar,
District Poonch under PMGSY.

Now, therefore, in pursuance of section 6 of the J&K State Land
Acquisition Act, Samvat 1990, it is declared that land measuring 17 Kanals
and 07 Marlas, situated in Village Prat, Tehsil Mendhar, District Poonch,
particulars whereof are given above is required for public purpose viz. for
construction of road from KM 16th of TO2 to Prat situated in Village
Prat, Tehsil Mendhar, District Poonch under PMGSY. Further, the Collector,
Land Acquisition (SDM), is directed under section 7 of the said Act to take
order for acquisition of the said land after giving prescribed notice to the
interested person(s) as required under the Land Acquisition Act/Rules.

However, the Collector concerned shall be personally responsible for
identification and proper title verification of all types of land involved in the
case and apportionment of compensation amongst all the interested persons/
rightful claimants in accordance with the relevant laws/rules in force, while
making the award.

(Sd.) ABDUL MAJID,

Secretary to Government,
Revenue Department.

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Whereas, the report furnished by District Collector (DC), Samba vide number referred to above duly endorsed by Divisional Commissioner Jammu, vide No. 502/3641/ACQ/BOP/Channi/Fatwal/Samba/19/2277-79 dated 25-09-2019, and by the Financial Commissioner, Revenue vide No. FC-LS/LA-4973/2019 dated 15-10-2019 has been examined and it has been found that the land owners did not file any objection to the proposed acquisition ;

Whereas, the Government is satisfied that the land particulars whereof are given above is required for public purpose viz. for establishment of BOP Fatwal 62 BN, situated in Village Channi Fatwal, Tehsil Ramgarh, District Samba by Border Security Force .

Now, therefore, in pursuance of section 6 of the J&K State Land Acquisition Act, Samvat 1990, it is declared that land measuring 18 Kanals and 05 Marlas, situated in Village Channi Fatwal, Tehsil Ramgarh, District Samba, particulars whereof are given above is required for public purpose viz. for establishment of BOP Fatwal 62 BN, situated in Village Channi Fatwal, Tehsil Ramgarh, District Samba by Border Security Force. Further, the Collector, Land Acquisition (ACR), Samba is directed under section 7 of the said Act to take order for acquisition of the said land after giving prescribed notice to the interested person(s) as required under the Land Acquisition Act/Rules.

However, the Collector concerned shall be personally responsible for identification and proper title verification of all types of land involved in the case and apportionment of compensation amongst all the interested persons/ rightful claimants in accordance with the relevant laws/rules in force, while making the award.

(Sd.) ABDUL MAJID,

Secretary to Government,
Revenue Department.

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Whereas, the report furnished by District Collector (DC), Samba vide number referred to above duly endorsed by Divisional Commissioner, Jammu vide No. 502/3322/PDD/Grd-Station/Birpur/Smb/19/2455 dated 10-10-2019, and by the Financial Commissioner, Revenue vide No. FC-LS/LA-4700/2019 dated 14-10-2019 has been examined and it has been found that the land owners did not file any objection to the proposed acquisition ;

Whereas, the Government is satisfied that the land particulars whereof are given above is required for public purpose viz. for construction of 2x160 MVA, 220/33 KV Grid Station, situated in Village Birpur, Tehsil Bari Brahmana, District Samba by PDD.

Now, therefore, in pursuance of section 6 of the J&K State Land Acquisition Act, Samvat 1990, it is declared that land measuring 28 Kanals and 12 Marlas, situated in Village Birpur, Tehsil Bari Brahmana, District Samba, particulars whereof are given above is required for public purpose viz. for construction of 2x160 MVA, 220/33 KV Grid Station, situated in Village Birpur, Tehsil Bari Brahmana, District Samba by PDD. Further, the Collector, Land Acquisition (ACR) Samba is directed under section 7 of the said Act to take order for acquisition of the said land after giving prescribed notice to the interested person(s) as required under the Land Acquisition Act/Rules.

However, the Collector concerned shall be personally responsible for identification and proper title verification of all types of land involved in the case and apportionment of compensation amongst all the interested persons/ rightful claimants in accordance with the relevant laws/rules in force, while making the award.

(Sd.) ABDUL MAJID,

Secretary to Government,
Revenue Department.

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Whereas, now the Financial Commissioner, Revenue vide letter No. FC-LS/LA-4877/2019 dated 23-10-2019 on the recommendation of Deputy Commissioner, Rajouri vide No. AC/LA/291-92 dated 30-07-2019 duly

No. 38] The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. 499
 endorsed by the Divisional Commissioner, Jammu vide No. 502/2824/T/
 M.B-Bank/Badhoon/Raj/19/2016-17 dated 02-08-2019 recommended the
 case for afresh notification under sections 6 & 7 of the Land Acquisition
 Act for the land measuring 15 Kanals and 05 Marlas situated at Village
 Badhoon, Tehsil and District Rajouri for construction of Mahaseer Brood
 Bank by J&K Fisheries Department, the specifications of land required are
 as under :

Specifications of land

District	Tehsil	Village	Kh. Nos.	Area
				K. M.
Rajouri	Rajouri	Badhoon	1069	12605
			1166 min	03600
			Total	15605

Now, therefore, in pursuance of section 6 of the J&K State Land Acquisition Act, Samvat 1990, it is declared that land measuring 15 Kanals and 05 Marlas, situated in Village Badhoon, Tehsil and District Rajouri particulars whereof are given above is required for public purpose viz. for construction of Mahaseer Brood Bank, situated at Village Badhoon, Tehsil and District Rajouri by the Fishries Department. Further, the Collector, Land Acquisition (SDM), Mendhar is directed under section 7 of the said Act to take order for acquisition of the said land after giving prescribed notice to the interested person(s) as required under the Land Acquisition Act/Rules.

However, the Collector concerned shall be personally responsible for identification and proper title verification of all types of land involved in the case and apportionment of compensation amongst all the interested persons/ rightful claimants in accordance with the relevant laws/rules in force, while making the award.

(Sd.) ABDUL MAJID,

Secretary to Government,
Revenue Department.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT& GENERAL ADMINISTRATION
DEPARTMENT.

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Dated 29-11-2019.

SRINAGAR (GRIEVANCE CELL, CHURCH LANE, SONWAR)

Name of Advisor	Day of Week	Time
Mr. K. K. Sharma	Monday, Tuesday	10.00 AM to 12.00 Noon
Mr. Farooq Khan	Thursday, Friday	10.00 AM to 12.00 Noon

JAMMU (BANQUET HALL, CANAL ROAD, JAMMU)

Name of Advisor	Day of Week	Time
Mr. K. K. Sharma	Thursday, Friday	10.00 AM to 12.00 Noon
Mr. Farooq Khan	Monday, Tuesday	10.00 AM to 12.00 Noon

(Sd.) DR. FAROOQ AHMAD LONE, IAS,

Secretary to Government.



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THE

JAMMU AND KASHMIR GOVERNMENT GAZETTE

Vol. 132] Jammu, Thu., the 19th Dec., 2019/28th Agra., 1941. [No. 38
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PART II—A

Orders by Heads of Departments.

CHARGE REPORTS

CHARGE REPORTS

Subject :ô Transfers and postings.

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In pursuance of Government Order No. 129-JK(GAD) of 2019 dated 02-12-2019, we the undersigned hereby handover and takeover the charge of the post of Administrative Secretary, Department of Disaster Management, Relief, Rehabilitation and Reconstruction.

(Sd.) SIMRANDEEP SINGH, IAS,

Relieving Officer.

(Sd.) PANDURANG K. POLE, IAS,

Relieved Officer.

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76 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
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In compliance to Government Order No. 325-PWD (Hyd.) of
2019 dated 30-08-2019, I, Mushtaq Ahmed hereby assumed the
charge of the post of Executive Engineer, PHE Division, Rajouri today
on 31-08-2019 (A. N.).

(Sd.) ER. MUSHTAQ AHMED,

Executive Engineer,
PHE Division, Rajouri.



THE
JAMMU & KASHMIR GOVERNMENT GAZETTE

Vol. 132] Jammu, Thu., the 19th Dec., 2019/28th Agra., 1941. [No. 38

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PART II—B

Notifications, Notices and Orders by the Heads of Departments.

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GOVERNMENT OF JAMMU AND KASHMIR,
OFFICE OF THE COLLECTOR, LAND ACQUISITION
(ASSISTANT COMMISSIONER, REVENUE), KARGIL.

Notification

In exercise of the powers conferred by Section 4(1) of the Jammu and Kashmir Land Acquisition Act, Samvat 1990, I, Sonam Chosjor, Collector, Land Acquisition (Assistant Commissioner, Revenue), Kargil do hereby notify the land particulars of which are given below and which is likely to be acquired for the construction of Water Supply Scheme, Chutuk.

Objections, if any, from the interested persons or any person with regard to the acquisition of the land with the following details, can

S. No.	Name of the Village	Name of the Tehsil	Name of the District	Khasra No.	Area
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1.	Choskore	Kargil	Kargil	4065 min	03603
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			Total		03603
					ô ô ô ô ô ô

Objection(s) filed after the expiry of fifteen (15) days will not be entertained at any cost.

Assistant Commissioner (Revenue),
Collector, Land Acquisition,
Kargil.

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GOVERNMENT OF JAMMU AND KASHMIR,
OFFICE OF THE COLLECTOR, LAND ACQUISITION
(ASSISTANT COMMISSIONER, REVENUE), KARGIL.

Notification

In exercise of the powers conferred by Section 4(1) of the Jammu and Kashmir Land Acquisition Act, Samvat 1990, I, Sonam Chosjor, Collector, Land Acquisition (Assistant Commissioner, Revenue), Kargil do hereby notify the land particulars of which are given below and which is likely to be acquired for the construction of link road Wakha Wadoo to Immam Bada RD 499.

Objections, if any, from the interested persons or any person with regard to the acquisition of the land with the following details, can be filed in the office of the undersigned within fifteen (15) days of issuance of this notification.

S. No.	Name of the Village	Name of the Tehsil	Name of the District	Khasra Nos.	Area
1	2	3	4	5	6
1.	Wakha	Shargole	Kargil	1155/720 min	00607 K. M.

(Sd.)

Assistant Commissioner (Revenue),
Collector, Land Acquisition,
Kargil.

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GOVERNMENT OF JAMMU AND KASHMIR,
OFFICE OF THE COLLECTOR, LAND ACQUISITION
(ASSISTANT COMMISSIONER, REVENUE), KARGIL.

Notification

In exercise of the powers conferred by Section 4(1) of the Jammu and Kashmir Land Acquisition Act, Samvat 1990, I, Sonam Chosjor, Collector, Land Acquisition (Assistant Commissioner, Revenue), Kargil do hereby notify the land particulars of which are given below and which is likely to be acquired for the construction of link road Thurchoks Goma Minjee.

Objections, if any, from the interested persons or any person with regard to the acquisition of the land with the following details, can

be filed in the office of the undersigned within fifteen (15) days of issuance of this notification.

S. No.	Name of the Village	Name of the Tehsil	Name of the District	Khasra Nos.	Area
1.	Minjee	Kargil	Kargil	1837/1211 min 1162 min G. Total	K. M. 00602 00605 00607
					00607

Objection(s) filed after the expiry of fifteen (15) days will not be entertained at any cost.

(Sd.)

Assistant Commissioner (Revenue),
Collector, Land Acquisition,
Kargil.

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GOVERNMENT OF JAMMU AND KASHMIR,
(REHABILITATION DEPARTMENT)
OFFICE OF THE CUSTODIAN, EVACUEE'S PROPERTY,
JAMMU.

Notification

Dated 29-10-2019.

In pursuance of section 6 read with section 9 (A) of the Jammu and Kashmir State Evacuee's (Administration of Property) Act, VI of 2006, the Custodian is pleased to notify for General Information the list of Evacuee's properties specified in the schedule annexed hereto, which have vested in him.

S. No.	Description	Locality
1	2	3
1.	Two Halls illegally constructed by	Village Gohlad,
	1. Mohd. Hussain S/o Noor Din,	Tehsil Mendhar,
	2. Nasreen Kouser W/o Ghulam	District Poonch
	Rabani and 3. Nooren Choudhary	

W/o Munawar Hussain R/o Gohlad,
Tehsil Mendhar at 1st and 2nd floor
of evacuee shops (3 Nos.) existing
03 mls. of land comprising Kh. No.37 min
with following dimensions :ô

1. 31'60"x 26'66" (1st floor)
2. 31'60"x 26'66" (2nd floor)

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(Sd.)

Custodian,
Evacuee Property, Jammu.

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OFFICE OF THE STATE TAXES OFFICER, CIRCLE -Gø
JAMMU.

Notification

Under Rule 6(i) of the CST Act, 1956 and J&K GST Rules, 1958

It has been reported by M/s. Delta Carriers Pvt. Ltd., Sidco Complex, Bari Brahmana, Jammu bearing TIN 01881071549 that the -Cø Forms from S. No. 05V-420882 to 05V-420883 have been lost and the matter stands published in the following newspapers :ô

1. State times dated April 6, 2019.
2. Daily Excelsior dated April, 7, 2019.

The dealer has also furnished an indemnity bond in this respect which is placed on record. Hence, the below noted -Cø Forms are/is hereby declared as invalid for the purpose of sub-sections (5), (4) of the section 8 of the CST Act 1956. Anybody fraudulently using the said -Cø Forms will render himself liable for penal action as per law.

Anybody finding the said -Cø Forms please return the same to the undersigned.

No. of -Cø Forms	:	02
S.No. of -Cø Forms	:	S. No. 05V-420882 to 05V-420883
Name and address of the dealer :		M/s. Delta Carriers Pvt. Ltd., Sidco Complex, Bari-Brahmana, Jammu

Registration No. : 01881071549

Whether lost/stolen/destroyed : Lost

(Sd.)

State Taxes Officer,
Circle -Gø Jammu

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Notice

My name, my wife name and my children name have wrongly been written as Kishan Jayswal instead of Kishan Jaiswal, Babli Jayswal instead of Babli Jaiswal, Raj Jayswal instead of Raj Jaiswal (DOB 23-02-2002) (son), Diya Jayswal instead of Diya Jaiswal (DOB 04-10-2003) Daughter in Birth records. Now I am applying for Corrections of the same. Objection, if any, may be conveyed to JMC, Jammu within seven days.

Kishan Jaiswal
F/o Raj Jaiswal & Diya Jaiswal
R/o H. No. 626, Main Bazar,
Digiana, Jammu.

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Notice

I, Sheikh Abdul Mannan S/o Abdul Rajak R/o H. No.166, Lower Mast Garh, Jammu-180001 have changed my name from Sheikh Abdul Mannan to Abdul Mannan. Henceforth, I shall be known as Abdul Mannan for all purposes and both the names belong to the same person.

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Notice

I, Bimbal Kaur W/o Pushaker Singh R/o Azad Nagar, Upper Gadigarh, Tehsil Jammu South, District Jammu have applying for correction of my name which has been wrongly written in my PAN Card bearing No. EVTPK8703A as Bimala Kour instead of correct name Bimbal Kaur. Objection, if any, may be conveyed to concerned authority within 7 days from the date of publication of this notice.



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Vol. 132] Jammu, Thu., the 19th Dec., 2019/28th Agra., 1941. [No. 38

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ADVERTISEMENTS—C

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POLICE HEADQUARTERS, JAMMU AND KASHMIR, JAMMU.

Extension Notice

Due to administrative reasons, the last date for submission of online bids and opening of technical bids against NIT No. 77 of 2019 dated 05-10-2019 floated by this Hqrs. for hiring of helicopter services are re-scheduled as under :ó

- | | |
|--------------------------------------|-------------------------------|
| 1. Last date of receipt of tenders | = 02-12-2019 up to 1800 hours |
| 2. Date of opening of technical bids | = 04-12-2019 at 1100 hours |

The other terms and conditions of the NIT shall remain the same.

(Sd.) MUBASSIR LATIFI, JKPS,

AIG (Provision/Transport)
For Director General of Police,
J&K, Jammu.

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All the intending bidders may login to J&K State e-Procurement Portal www.jktenders.gov.in on tender 2019 DGPKJ 83022-1 for details.

(Sd.) MUBASSIR LATIFI, JKPS,

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Notice Inviting e-Tender No. 01 of 2019
Jammu, November 21, 2019.

Date of Publishing of Tender Notice	25.11.2019
Period of Downloading of Documents	25.11.2019 to 27.11.2019
Date of submission of online Documents	13.12.2019
Date of submission of Hard Copy	16.12.2019
Date of pre-Bid Meeting	17.12.2019
Date of Opening Tender	17.12.2019

1. The tender document along with other Terms and Conditions of the NIT and relevant documents can be downloaded from the Union Territory Website <http://jktenders.gov.in>.
2. The tender shall be deposited in electronic format on the Union Territory website <http://jktenders.gov.in>.
3. The tenders uploaded on the website up to due date will be opened on 17-12-2019 or any other subsequent date convenient to the Tenderer/Purchase Committee in the Office Chamber of Commissioner, Civil Aviation Department, Union Territory of Jammu and Kashmir, Civil Secretariat, Jammu.
4. The complete bidding process will be online.
5. Cost of the tender document is Rs. 5,000/- (Rupees five thousand only) in the shape of Demand Draft (non-refundable) in favour of Accounts Officer, Civil Aviation Department, J&K, Jammu.
6. The tender should be accompanied with Earnest Money Deposit of Rs.10.00 lac (Rupees ten lac only) in the form of a CDR/FDR drawn in favour of the Commissioner, Civil Aviation Department, Union Territory of Jammu and Kashmir, Civil Secretariat, Jammu with six months validity.
7. The Earnest Money shall be forfeited if.
 - (a) any tenderer withdraws his tender during the period of tender validity or makes any modification in terms and condition of tender ; and
 - (b) the company fails to execute the agreement within 10 days of signing of contract document.
8. *Instructions to bidder regarding e-Tendering process.*— Bidders are advised to get Digital Signature Certificate as per Information Technology Act, 2000. Bidders can get Digital Certificate from approved vendor.

9. Bidders have to submit their bids in two bid format i. e. Technical and Financial Bid online in electronic format with Digital Signature. Financial Bid shall be submitted online only. No financial bid will be accepted in physical form.
10. Bids will be opened online as per time schedule mentioned in Para 3.
11. Bidders must upload the scanned copy of all necessary documents, like CDR/PAN/Demand Draft (Tender fee)/Registration Certificate duly renewed online up to 13-12-2019 and hard copies thereof physically to tender receiving authority on 16-12-2019 up to 1500 hours.
12. The Department will not be responsible for any delay in online submission due to any reason.
13. The Tenderer/Purchase Committee shall reserve the right to accept or reject any tender without assigning any reason thereof.
14. The rates offered should be quoted in figures as well as in words inclusive of all taxes and levies or any other charge. Taxes/charges not mentioned in the offers will not be allowed and admissible.
15. The payment shall be released after successful completion of the contract.
16. Any erasing/overwriting/mutilation in the tender form will result in outright rejection of the tender.
17. Conditional and ambiguous tender will not be entertained.
18. The terms and conditions as reflected in Annexure 3 are mandatory and should be read very carefully by the intending tenderers while furnishing their tenders, which are enclosed and shall form a part of this NIT.

(Sd.) S. KATOCH,

Commissioner,
Civil Aviation Department.

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- 2.1 No Bidder shall submit more than one Bid for the Project.
- 2.2 Bids of the eligible Bidders for rendering of Helicopter services to the Union Territory shall be evaluated on the basis of the Bid Variable i. e. the lowest financial rate per hour per offered seat quoted by a Bidder for providing the said services strictly in terms of the draft Deed of Wet Lease Agreement appended with the Tender Document, the Terms and Conditions whereof shall be deemed to be a part of the Terms and Conditions of this Tender Document.
- 2.3. During the bidding state, the Bidders are invited to examine minutely the scope of services envisaged to be rendered, as

mentioned in the Tender Document and the draft Deed of Wet Lease Agreement. The Bidders are expected to carry out at their own cost, the investigations and analysis at their own level as may be required for preparing and submitting their respective Bids.

2.4. All Bidders are required to deposit, along with their Bids, an Earnest Money Deposit of Rs. 10.00 lac (Rupees ten lac only) by way of a CDR/FDR in favour of Commissioner, Civil Aviation Department, J&K. The Earnest Money shall be refundable not later than 30 days from the Bid Due Date, except in the case of the Successful Bidder.

2.5. The Bid shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person signing the Bid. A copy of the Board Resolution and/or an appropriate Power of Attorney in favour of the Authorized Signatory of the Bidder shall be submitted as a part of the Technical Bid.

2.6. Union Territory of Jammu and Kashmir shall be following a two stage bidding process based on two bid Format i. e. Technical and Financial for the selection of an Aviation Company for providing of services strictly in accordance with the Terms and Conditions of the draft Deed of Wet Lease Agreement which is at Section-~~C~~ of the Tender Document.

2.7. *Technical Bid :*

2.7.1 The Technical Bid should contain the following :ô

- i. Details of the Bidding Company, specifications of the Helicopter to be offered for services, all relevant technical details, permits, certificates, etc. as per Schedule-I along with all the relevant supporting documents as mentioned therein.
- ii. Earnest Money of Rs. 10.00 lac (Rupees ten lac only) in the form of a CDR/FDR in favour of the Commissioner, Civil Aviation Department, Union Territory of Jammu and Kashmir.

- iii. Tender Letter as per the format at Schedule-III.
- iv. Undertaking regarding arrangement for fully airworthy backup Helicopter Aircraft of the same type and with complete details of the Pilots and Air Crew to be provided to the Union Territory.
- v. Details of flying experience, particularly mountain flying experience of the Pilots and other Air Crew along with copies of flying licenses are to be enclosed.
- vi. Copies of current valid Non-Scheduled Operator's Permit, Airworthiness Certificate of Helicopters Certificate of Registration, Insurance Policy or any other document needed for the operation of the Helicopter(s) issued by either DGCA or any other competent authority. Copies of other required and relevant documents as stated in Schedule-I should also be attached.
- vii. Technical specifications of the Helicopter being offered including safety parameters shall also be mentioned along with proof of strong technical/maintenance support from the manufacturer of the Helicopter or MRO duly approved by the office of DGCA, Government of India.
- viii. Flight safety record/accidents/incidents, if any, during the last (three) 03 years/years of operations of the air operations of the Helicopter is also to be enclosed. The service ability record of the Helicopter for the last one year is also to be enclosed.
- ix. A copy of the Board Resolution and/or an appropriate Power of Attorney in favour of the Authorized Signatory of the Bidder is to be enclosed.

2.7.2. The Financial Bid shall be submitted online only as per SCHEDULE-II.

2.7.3. The hard copy of Technical Bid shall be kept in separate sealed envelope with proper marking at the top corner of the envelope as under :

Technical Bid Documents for
Hiring of Helicopter on Wet Lease basis.

- 2.8 The Bidders shall ensure that their Bids are uploaded on time and the hard copy of the Technical Bid shall reach the Office of the Commissioner, Civil Aviation Department on or before 16-12-2019 by 1500 hours (03.00 p. m.). The Union Territory of Jammu and Kashmir shall not be responsible if the Bid/Tender of any Bidder gets misplaced or delayed in transit and is not received by the Union Territory of Jammu and Kashmir by the prescribed date and time.
- 2.9 The online Tender shall be opened in the Office Chambers of Commissioner, Civil Aviation Department at 1500 hours (03.00 p. m.) on 17-12-2019. First, the Technical Bids shall be opened and scrutinized. Thereafter, the Financial Bids of the technically qualified Bidders shall be opened on 17.12.2019 at 1700 hours (05.00 p. m.) (Tentative). However, if the Technical Bid of any Bidder(s) is/are found incomplete or not accompanied by the Earnest Money Deposit or any required documents or is deficient on any technical parameters as specified in the Tender Document, the Financial Bid of such Bidder(s) shall not be opened. The decision of the Union Territory of Jammu and Kashmir shall be final and binding on the Bidders.
- 2.10 Bidders shall provide all the information sought in the Tender Document and while submitting their Bids/Tenders, shall strictly adhere to the prescribed format(s) as provided in the Tender Document so as to facilitate the Union Territory of Jammu and Kashmir to consider and evaluate them properly. Any change in the format or incomplete information may lead to rejection of the Bid.

- 2.18 The Union Territory shall be entitled to forfeit and appropriate the Earnest Money Deposit as damages, submitted by the Bidder(s) under the following circumstances :ô
 - 2.18.1 if the Bid is withdrawn or modified or changed during the Bid Validity Period or any extension thereof.
 - 2.18.2 if the successful Bidder(s) seek(s) modifications to the agreed terms and conditions of the Tender.
 - 2.18.3 if the successful Bidder fails within the specified time limit to sign the Wet Lease Agreement.
 - 2.18.4 if the successful Bidder after issuance of Letter of Intent (LoI) fails to position the helicopter at the Base on or before the specified date. In addition to forfeiture of Earnest Money Deposit as contemplated above, the Union Territory of Jammu and Kashmir may blacklist the successful Bidder and debar it from participating in any future Tenders to be floated by the Union Territory of Jammu and Kashmir for a specified period.
- 2.19 The Bidder who quotes the lowest rate per hour per offered seat keeping performance and other flying parameters in consideration based on the Terms and Conditions including the condition of minimum guaranteed 360 hours of flying per calendar year inclusive of all operational costs and other expenses of airport, helipad usage and AAI's navigational charges including the cost of Aviation Turbine Fuel (ATF), cost of landing, charges of AAI, ATF positioning (Transportation), lodging/boarding and transportation of all crew both flying and technical and GST shall be declared as the successful Bidder.
- 2.20 After selection, a Letter of Intent (LoI) shall be issued by the Union Territory of Jammu and Kashmir to the successful Bidder who shall acknowledge the acceptance of the same within 2 days of receipt of the Lol.
- 2.21 The successful Bidder shall execute with the Commissioner, Civil Aviation Department, the Wet Lease Agreement within two (02) days from the date of issuance of the Lol. The successful Bidder shall not be entitled to seek any deviation, modification or amendment in the terms of the Wet Lease Agreement.

2.22 The successful Bidder shall position the two Helicopters and make it ready for operations at the Srinagar and Jammu by 01.01.2020 or within such extended time period as may be agreed to by the Union Territory of Jammu and Kashmir. If the successful Bidder fails to deliver and make the Helicopters operational within such time limit as aforesaid, the Union Territory of Jammu & Kashmir shall have the right to cancel the offer/LoI and forfeit the Earnest Money Deposit of the successful Bidder. Thereupon, the Union Territory of Jammu and Kashmir may at its sole discretion, invite the second lowest Bidder or any other suitable operator to negotiate the rates for the purpose of providing the Helicopter and the successful Bidder shall not object to the same.

2.23 On the following routes, helicopter selected will be deployed for services :ô

- a. Ex-Srinagar
 - i. Srinagar-Drass-Srinagar.
 - II. Bandipora-Kanzalwan-Dawar-Neru- Bandipora.
 - iii. Kupwara-Machil-Tangdhar-Keran-Kupwara.
 - iv. Srinagar-Kargil-Srinagar.
 - v. Srinagar-Leh-Nubra-Srinagar.
- b. Ex-Jammu
 - vi. Kishtwar-Souder-Navapachi-Inshan-Kishtwar.
 - vii. Jammu-Rajouri-Poonch-Jammu.
 - viii. Jammu-Doda-Kishtwar-Jammu.
- c. Operation from/to anywhere in the Union Territory.

2.24 The lessor during the currency of the Agreement/Contract would be bound to provide the services defined in the contract on any of the new route/routes added and approved by the competent authority.

2.25 One helicopter each will be required to be made available at two bases viz. Srinagar and Jammu. However, Union Territory

due to technical snag or any other reason whatsoever. However, no charges shall be paid by the Union Territory of Jammu and Kashmir for ferrying of the backup Helicopter.

- 4.1.7 The Bidder must have full maintenance support and the required infrastructure for schedule maintenance and operation of the Helicopter being offered, duly approved by DGCA.
- 4.1.8. The Bidder shall have to submit last Annual Safety Audit Report conducted by DGCA, Gol. Last Surveillance report of operations and maintenance by DGCA should also be enclosed.
- 4.1.9 The Bidder(s) will be allowed to ground the Helicopter for maintenance for three (03) days per month. The Union Territory of Jammu and Kashmir shall have discretion to deduct charges on pro-rata basis for excess days of grounding beyond authorized number of days based on fixed annual hours.
- 4.2 Helicopter being offered by the Bidder should possess the following mandatory specifications/requirements :
 - 4.2.1 Should have a valid Certificate of Airworthiness from the DGCA at the time of Bidding.
 - 4.2.2 Should have the necessary certification of registration, lease agreement in case of leased Helicopter duly approved by DGCA. The Crew in case of foreign origin must meet the requirement of clearance for relevant authorities of Government of India including DGCA, MHA and MoD. All the mandatory modifications issued by the manufacturer or prescribed by DGCA must be complied with all throughout the period of agreement with Union Territory of Jammu and Kashmir.
 - 4.2.3 Have excellent performance at high altitudes and capable of landing/take off up to an altitude of 12,000 feet with the required load as per laid down performance of the Helicopter.
 - 4.2.4 Should be fitted with modern/latest Avionics, NAV equipment, flight and safety equipment etc. All

156 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
necessary equipment needed for areas of operation

must be fitted and available.

4.2.5 Should have required oxygen masks and oxygen supply system as per guidelines laid down by DGCA for passengers flying at high altitude in unpressurised flights.

5. *The bidder(s) shall also meet the following requirements laid down by the DGCA in respect of the offered Helicopter :—*

5.1 Requirements of operations of leased aircraft in India as per CAR Section 3, Series C, Part-I.

5.2 Requirements for installation of flight Data Recorders as per CAR Section II, Series I, Part V.

5.3 Requirement for installation of Aircraft equipment and Instruments as per CAR Section-II, Series I, Part II.

5.4 Requirement for installation of Cockpit Voice Recorders as per CAR Section-II, Series I, Part VI and other relevant rules and regulations. In addition to above, the Bidder shall also comply with all the relevant rules, notifications, instructions, CARs and other regulations issued by DGCA for undertaking operations of Helicopter in mountainous region of Jammu and Kashmir.

6. *Scope of Services :—*

The successful Bidder shall carry out its operations/services in accordance with the Terms and Conditions contemplated in the draft Wet Lease Agreement (Section C) of the Tender Document. The successful Bidder shall also maintain the currency of the various licenses, permits etc. at all times during the Term of the Agreement or such extended period during which the services are being offered by the successful Bidder to the Union Territory of Jammu and Kashmir. Further, the successful Bidder shall also :

6.1 Throughout the Term of Agreement maintain at its own expense, full liability insurance/self-insurance of the Helicopter including that of the backup Helicopter. The Bidder shall also

maintain throughout the Term of Agreement at its own expense, insurance/self-insurance against war risk, hijacking etc.

- 6.2 Shall also abide by all relevant rules, CARs and other regulations issued/modified/amended by DGCA and other competent authorities from time to time during the Term of Agreement or any extension thereof.
- 6.3 Make adequate arrangement of infrastructural facilities for inspection and maintenance of its Helicopter with spare parts, full strength of Pilots and Crew along with their accommodation, transportation, fuel and its transportation, insurance etc. with regard to operations of the Helicopter.
- 6.4 Pay all taxes including withholding charges, taxes, duties, levies, fees, costs etc. including passengers/freight insurance, landing and parking charges at various locations as applicable, extension of watch hours or thereof and service tax or any such tax as may be applicable.
- 6.5 Have to provide experienced and licensed Crew for operations and qualified and experienced maintenance Crew for servicing of the Helicopter offered for lease in order to keep the Helicopter available and serviceable for operational use all the time throughout the Term of the agreement.
- 6.6 Position the Helicopter one each at Srinagar and Jammu and any other location within the Union Territory and be ready for operations by 01-01-2020.
- 6.7 Bidder may have to make arrangement for ticketing and collecting tariff directly once the list of passengers has been approved by the Nodal Officer/competent authority. The record of the tariff collected along with the passenger's list has to be shared with the Nodal Officer and enclosed with the monthly invoice.

(Sd.) S. KATOCH,
Commissioner,
Civil Aviation Department.

158 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
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SECTION B

SCHEDULES

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1. Name of the owner of the Helicopter. If not registered in the Bidder's name, what is the legal nature of arrangement with the owner (Proof of possession i. e. Registration Certificate/ Lease Agreement to be provided).
2. Are you holding Operator's Approval from the Regulatory Authority (please attach copy).
3. ISO 9001-2000 Certification OR any other accredited certification of the firm duly supported with documentary proof.
4. Annual turnover of the Bidder relating to Helicopter operations for the last year as per audited balance sheet, a copy whereof to be enclosed.
5. Annual Safety Audit Report of last year (copy to be enclosed).
6. Detail of earnest money deposit of Rs

7. Duration of validity of Bid.
8. Type of Helicopter offered
 - (a) Call sign/registration
Number of the Helicopter ;
 - (b) Year of manufacture ; and
 - (c) Manufacturer's name (proof
to be attached).
9.
 - (i) Passengers/seats available
(excluding Pilots, Crew and
Attendant).
 - (ii) Number of seats offered
(ex-Srinagar, and ex-Jammu)
for winters and summers
separately (excluding
Crew and Attendant).
10. Number of hours flown by the
Helicopter.
11. Number of flying hours available
on the Helicopter for the next six
months.
12. Attach current certificate of
Airworthiness.
13. Data of expiry of Certificate of
Airworthiness.
14. Down time per month (permitted
down time is 3 days per month).
15. Attach copy of Hull and Crew
insurance and passengers
insurance indicating Insurance
Certificate Number and its
validity.
16. Last major inspection date.

33. Is equipment needed for high altitude unpressurized flying available in Helicopter.

Date.....

(Authorised Signatory of the Bid)

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Number #	Text #	Number #	Text #	Number #	Number #	text #
Sr. No.	Item Description	Quantity	Units	Basic Rate in Figures to be entered by the Bidder (Per Flying hour per offered Seat)	Total Amount With Taxes for total number of seats offered per hour	Total Amount Words
01	02	03	04	05	06	07
1.	Hiring of Helicopters on wet lease basis. Ex-Jammu Minimum Guarantee : per annum.	360.00	hours	Rs. P.	0.00	INR
Total in Figures					0.00	INR
Quoted Rate in Words		INR				

[illegible][illegible]

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The Commissioner,
Civil Aviation Department,
Union Territory of Jammu and Kashmir,
Civil Secretariat,
Jammu.

Sir,

We further confirm and stipulate as follows :ô

- i. Until the final Deed of Wet Lease Agreement/Contract documents are prepared and executed, this Tender Documents, together with modifications/additions/deletions agreed to by the Union Territory of Jammu and Kashmir and pursuant to their written acceptance thereof, shall constitute a Binding Contract between us and the Union Territory upon the Terms of this Tender including the Price Schedules accompanying the same.

Date.....day of.....

Signature.....

Name.....

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

..... (Name and address)

Witness :

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168 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
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SECTION- C

DRAFT DEED OF WET LEASE AGREEMENT

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1. *Interpretation :*

- a. "Area of Operation" denotes any area within the boundaries of Union Territory of Jammu and Kashmir.
- b. "Base" means Srinagar and Jammu or any other location in the Union Territory where the Helicopter and Crew including maintenance facilities up to 500 hours servicing will be provided.
- c. "Main Base" means either Srinagar/Jammu as applicable.
- d. "Delivery Date" means the date by which the Lessor is required to mobilize the Helicopter at the Base for operation.
- e. "Flying Charges" mean the amounts set out for total hours of flying per annum for the number of seats offered.
- f. "Flying Time" with respect to the Helicopter would mean the time from rotor starts of the Helicopter till rotor stops (Maximum of 05 minutes of rotor running on ground in one hour of flying).
- g. "Force Majeure" would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightning, tempest, tornado), war (whether declared in India or the country of the manufacture of major components or sub-assemblies of the Helicopter), civil disturbance, sabotage, epidemic, any Governmental restraint and any such like cause which is not reasonably within the control of either party claiming force majeure. Financial distress would, however, not constitute force majeure.

- h. "Regulatory Authority" means any Union Territory Body(ies) or Union Territory Department(s) having the responsibility for regulating aviation related matters in the Area of Operation.
- i. "Emergency" shall mean any situation which in the opinion of the authorized representative of the Lessee is :
 - i. A matter of life or death of any person and/or.
 - ii. A matter of serious threat of injury/damage to any person or property of the "Lessee".
- II. "Month" means calendar month and "Monthly" shall have the corresponding meaning.
- III. "Scheduled Flight" means a Helicopter flight scheduled in accordance with the programme for the Operational Day.
- IV. "Security" as it relates to the Helicopter means all actions taken towards :
 - a. Avoidance of ingress by unauthorised personnel ; and
 - b. Safety of the Helicopter from intentional damage by any external forces.
- V. "Service" means the services carried out by the Lessor and its personnel under this Agreement as set out in Clause-II.
- VI. "Scheduled/Unscheduled Maintenance" means maintenance required for Helicopter as per DGCA's Regulations and as prescribed by the manufacturer defect, rectification etc.
- VII. "Party" or "Parties" means party or parties to this Agreement.
- VIII. "Out Station" means any station other than the Base Station.
- IX. "Term" means the period set out in Clause-I.

- X. ðOperational Dayö for a Helicopter means the time commencing from first scheduled flight as per the programme for the day to the estimated time of landing of last scheduled flight of the day.
- XI. ðProgrammeö means written requisition of the Helicopter for a day indicating time of departure, destination and approximate flight time etc.
- XII. ðNightö shall mean period between sun-set and sun-rise.
- XIII. ðWatch Hoursö mean the time notified by the Airports Authority of India from time to time for normal operation of different airports.
- XIV. ðVFRö means Visual Flight Rules as specified by DGCA.
- XV. ðIFRö means Instrument Flight Rules as specified by DGCA ; and
- XVI. ðHeadingsö are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

2. POSITIONING OF HELICOPTERS :

The LESSOR undertakes to position the Helicopter one each at Srinagar and Jammu or any other location within the Union Territory on or before the Positioning Date along with the qualified flying and technical crew members. Adherence to the Positioning date and starting of operations shall be the essence of this Agreement. The Lessor shall ensure that their Helicopters be ready for operations by the Positioning Date, which shall be 01-01-2020. Should the Helicopter not be positioned at the relevant Base and made operational on or before the Positioning Date, the Lessor may consider granting extension of time for the positioning of the Helicopter subject to genuine reasons as may be applied by the Lessor. If the Lessor fails to deliver and make the Helicopter operational within such extended time limit, the Lessee shall have the right to cancel the

offer/ LoI and forfeit the earnest money of the Lessor. Thereupon, the Lessee may at its sole discretion, invite the second lowest bidder or any other suitable bidder to negotiate the rates for the purpose of providing the Helicopter and the Lessor shall not object to the same.

I TEAM OF AGREEMENT :

The Term of the Agreement shall be for and it shall commence from 01-01-2020 and terminate on the evening of 31-03-2020 the same terms and conditions will be extended for three (03) years once the approval from MHA, GoI is granted for the subsidized helicopter scheme. However, on or before the expiry of the 03 years agreement, shall, if mutually agreed upon in writing, have the option to renew this Agreement on such Terms and Conditions as may be agreed upon by both. At the time of renewal of this Agreement, the Lessee will, however, give a written notice of not less than sixty (60) days prior to the expiry of the initial term of this Agreement indicating its intention of such extension/renewal and the Lessor shall, within 07 days of receipt of such notice, inform the Lessee of its intention to renew this Agreement.

II SERVICE :

- a. The LESSOR shall during the Term of Agreement provide the Helicopter as required by the Lessee and the Lessor shall ensure that the Helicopter is available and maintained for operational use as demanded by the Lessee and its authorized personnel.
- b. Notwithstanding the foregoing it shall be the Lessor's sole responsibility to determine the acceptable number of passengers and/or load before each flight and upon such determination, the Lessor may seek variation in the proposed number of passengers and/or load to be carried by the Helicopter. In case numbers of passengers carried are lesser than what is offered in the schedule II, the penalty will be borne by the Lessor. In case the passengers are not offered by the Lessee the penalty of vacant seats will be borne by the Lessee.

The Lessor shall give notice to the Lessee of any scheduled maintenance to be carried out on the Helicopter at least ten (10) days in advance.

- e. If the Helicopters is grounded for more than the authorized days in any calendar month, the Lessor shall replace it at its own expenses with an identical Helicopter acceptable to the Lessee or the Lessor shall pay the Lessee the entire cost of alternative arrangements which the Lessee may make in such circumstances.
- f. The Lessor shall keep one backup Helicopter (of same type and capacity/standard or as acceptable to the Lessee) ready at their Main Base at Srinagar/Jammu as applicable for immediate replacement of the Helicopter under contract prior to grounding of the Helicopter for major (scheduled) inspections or if it becomes total loss or constructive total loss. The backup/replacement Helicopter shall be positioned at Srinagar, Jammu, as applicable before such long scheduled inspection is taken up so that normal flying activities are not disturbed
- g. The backup (replacement) Helicopter shall be positioned at the launching Base within 48 hours if the Helicopter under service is grounded for technical snag.
- h. No ferry charges shall be paid by the Lessee for the ferry of the Helicopter.
- i. The Lessor shall notify to the Lessee immediately when the Helicopter is grounded or when it is again fully operational and shall keep complete and accurate records of all groundings of the Helicopter due to routine maintenance or otherwise which the Lessee, at its discretion, may inspect at any time if found incorrect, levy necessary penalty.
- J. The Lessor shall ensure that the Helicopter programme shall always be in conformity with DGCA regulations/ CARs on Air Crew Flight Time Limitations (FTL) and Flight Duty Time Limitations (FDTL).

own cost. For overnight stay at places outside Union Territory of Jammu and Kashmir, accommodation, transport, meals etc. shall also be arranged by the Lessor at its own expenses.

IX. *CHARGES :*

In consideration of the Lessor carrying out the service, the Lessee shall, in respect of the Helicopter pay to the Lessor, during the term of this Agreement, the following charges :ô

FL YING CHARGES :

- a. The Lessee shall, subject to the provisions of this Agreement in respect of the Helicopter, pay to the Lessor the Corresponding Charges per hour per seat (for number of seats offered) and pro-rata thereof to the nearest multiple of three minutes for flying hours of the Helicopter @ Rs.....(Rupees_____) per hour per seat (for number of seats offered) inclusive of GST or any other tax levied thereon as per the applicable laws from time to time. The deposit of GST and necessary proof of the same will be made available by Lessor to Lessee for their records.
- b. The Lessee shall guarantee minimum 360 hours of flying per annum (for number of seats offered) during the Term of the Agreement to the Lessor, for which Flying Charges shall be payable by the Lessee to the Lessor each quarter.
- c. The Flying Charges shall be payable by the Lessee to the Lessor from the date of making operation the Helicopter at the designated Base or Lessee's nominated location.
- d. The aforesaid rate includes provision for catering to fluctuation in prices of fuel/ATF, customs duty rates for purchase of spares etc. and, as such, no separate fluctuation charges for fuel/ATF, customs duty etc. shall be payable by the Lessee to the Lessor.

e. *LANDING, PARKING AND WATCH EXTENSION CHARGES :*

- i. All landing, parking, Route Navigation and Housing Charges shall be exclusively borne by the Lessor.
- ii. Extension of watch hours at air fields to meet the requirements of operations, fuelling, weather etc. shall be arranged and paid for by the Lessor.

f. *FLIGHT LOG* :

- i. The Lessee's authorized representative shall sign the rotor starts and rotor stops. Time of each flight which shall constitute prima facie evidence of the flying hours recorded therein.
- ii. The Lessor shall, after each Operational Day, prepare a daily flight log in duplicate, indicating, inter alia, the total hours flown and total passenger carried thereof on the basis of aforementioned document, the original copy whereof shall be retained by the Lessor and the duplicate copy handed over to the authorised representative of the Lessee. Also the Lessor shall within 24 hours of each Operational Day, give the flight log including the hours flown and total passengers flown of the same to the authorized representative of the Lessee.

g. *PAYMENTS* :

- i. Monthly charges for the hours flown and passengers carried as applicable will be calculated @ Rs.....(Rupees _____) per hour per seat inclusive of GST or any other tax levied thereon as per the applicable laws from time to time, shall be paid by the Lessee to the

Lessor before the 10th of the following quarters, the period to be reckoned from the date of operationalization of the Helicopter at the designated Base. Actual number of flying hours flown and passenger carried as applicable shall be computed at the end of the year and the Lessee shall pay for any extra hour flown beyond 360 hours per annum during the Term of the Agreement at the end of each year.

- ii. All invoices shall be raised in Indian Rupees and all payments to be made by the Lessee to the Lessor, shall be made in Indian Rupees by way of electronic transfer. The invoice will include GST and other taxes, if any.

X. FORCE MAJEURE :

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the Party affected by such force majeure shall after issuance of a written notice to the other Party be suspended for the period during which such cause lasts. The term "FORCE MAJEURE" as used herein shall mean Acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and any change in laws, Acts and regulations of Union Territory of Jammu and Kashmir. Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable by Force Majeure as aforesaid shall notify the other Party in writing within 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During and in respect of the period as the obligations of the Parties are suspended by force majeure, the Lessor shall not be entitled to any charges under Clauses IX- g (i) and IX-g (ii).

In the event the Force Majeure conditions are reasonably expected to continue for a period of more than Thirty (30) days, the Lessee shall have the option of terminating this Agreement by giving seven (07) days written notice thereof to the Lessor,

182 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
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an if the Agreement is terminated, as such, the Lessee shall pay
to the Lessor, the amount payable up to the date of such
termination.

XI. *INDEMNITY :*

- a. The Lessor shall indemnify the Lessee and/or its clients/
actual users from and against all claims, costs, demands,
actions, including legal fees costs, whatsoever, arising out
of the Lessor's third party liability for use of the Helicopter
(including damage or loss of Helicopter) during the term
hereinmentioned.
- b. The Lessor shall also indemnify the Lessee against and from
any and all claims including fees arising from the death or
injury to any person including the Lessor's personnel and/or
the loss of damage to the property of any person including
the property of the Lessee, resulting from any act of omission
and commission in the performance of service by the Lessor
or any personnel employed by the Lessor.

XII. *INSURANCE :*

- a. The Lessor shall maintain throughout the period of the
Lease Agreement at its own expenses, full liability
insurance/self-insurance of the Helicopter. The Lessor shall
also maintain, throughout the period of Lease at its own
expense, insurance/self-insurance against the risks of war
and hijacking.
- b. The Lessor shall comply with the laws in respect of
Worker's compensation and all other laws in force with
reference to employees, safeguarding insurance and
protecting all labour employed or used by the Lessor and
shall insure and continue to insure against third party bodily
injury liability or loss of life on each occurrence as per the
statutory provisions.
- c. Third party legal liability insurance cover of appropriate value
shall be obtained by the Lessor so as to indemnify the Lessee

in respect of all sums which the Lessor may become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, leasing, maintenance or use of the aircraft.

- d. Passenger's insurance liability cover shall be obtained by the Lessor in respect of all sums which the Lessee may become legally liable to pay for or for the admitted liability of Rs..... per passenger for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the Lessor. The passenger admitted liability offered is against full legal discharge. In the event of non-payment or delay in payment by the insurer beyond _____ days from the date of lodging the claim, the Lessor shall indemnify the Lessee for discharging their legal liability.
- e. Personnel baggage liability insurance shall be obtained by the LESSOR in respect of damage to or for loss of any property caused whilst the passengers are being carried by the Helicopter or in the course of any of the operations of loading or unloading to the extent of Rs.....against each and every claim of each individual passenger.
- f. Combined Single Limit in respect of bodily injury/property damage/baggage loss or damage shall be restricted to Rs. as a cumulative amount for anyone occurrence and in respect of any number of passengers including the Crew.

XIII. *TAXES AND DUTIES :*

All Taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except service tax or any such tax as may be applicable on the Flying Charges, shall be borne by Lessor. The service tax or any such tax as may be applicable on the Flying Charges payable to the Central Government at the

184 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
prevailing rate, shall be paid by the Lessee on the bills in respect
of the Flying Charges raised by the Lessor. Income Tax at source
at the rates applicable from time to time, shall be deducted by the
Lessee from the monthly bills of the Lessor.

XIV. *TERMINATION :*

- a. **TERMINATION ON EXPIRY OF THE TERM :**
This Agreement shall automatically stand terminated on the expiry of the Term of the Agreement including any extension thereof, as stated in Clause-I hereinabove.
- b. The Lessor shall remove the Helicopter from the Base within 15 days from the date of expiry of the Agreement. The Lessee shall not be liable to pay any charges after the date of termination of this Agreement.
- c. *TERMINATION AT THE SOLE DISCRETION OF THE LESSEE :*

Notwithstanding anything contained elsewhere in this Agreement, the Lessee may at any stage in its sole discretion terminate this Agreement by giving to the Lessor 15 days prior written notice without assigning any reason whatsoever.

- d. **TERMINATION ON ACCOUNT OF FORCE MAJEURE :**

The parties shall have the right to terminate this Agreement on account of Force Majeure as set forth in Clause X.

- e. **TERMINATION DUE TO OPERATIONAL PROBLEMS :**

- i. If the LESSOR is not in a position to provide the Helicopter contracted for by the due date or due to inordinate delay in the supply of spare parts or repairs or rotables and engines by the manufactures/other approved suppliers of the Lessor, this Agreement may be terminated by giving 15 days notice in writing by either Party.

- ii. If either of the Party shall fail or neglect to perform or observe any of the terms, conditions and covenants of this Agreement, the same shall be terminated by giving 30 days notice in writing by the affected Party to the other Party.
- iii. The Lessee shall have an unqualified option to forfeit the Earnest Money and/or Performance Bank Guarantee and/or black list the Lessor and/or terminate this Agreement :
 - (a) If the Lessor fails to position the Helicopter at the designated Base in on or before the stipulated date.
 - (b) If the performance of the Lessor is found unsatisfactory during the Term of Agreement or the Lessor contravenes any terms and conditions of the LoI or this Agreement or disobeys the directions of the Lessee issued from time to time or fails to provide back-up Helicopter during grounding of the leased Helicopter for technical snags.

f. *CONSEQUENCES OF TERMINATION* :

In all cases of termination herein setforth, the obligation of the Lessee to pay the rates or any other charges shall be limited up to the period till the date of termination.

XV. CONFIDENTIALITY :

- a. The Lessor acknowledges that all material and information provided to it in connection with the services and all knowledge gained in connection with this Agreement and the performance hereof is confidential and disclosure of which to or use by a third party would be damaging to the interests of the Lessee. The Lessor agrees to hold such material information and knowledge in strictest confidence and not to divulge the same to

Commmisioner
Civil Aviation Department
Union Territory of Jammu and Kashmir.
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188 The J&K Govt. Gazette, 19th Dec., 2019/28th Agra., 1941. [No. 38
POLICE HEADQUARTERS, JAMMU AND KASHMIR

(Povision Section)

Tender Cancellation Notice

Due to administrative reasons, e-NIT No. 83 of 2019 dated 09-12-2019 floated by Police Hqrs., J&K to procure Anti Riot Gas Mask is hereby cancelled. Samples, if any, deposited by any firm may be collected from Police Central Stores, Gushan Ground, Jammu.

(Sd.) MUBASSIR LATIFI, JKPS,

AIG of Police (Provision/Transport)
For Director General of Police,
J&K, Jammu.



رجسٹرڈ نمبر جے کے-33

सत्यमेव जयते

جموں و کشمیر گورنمنٹ گزٹ

جلد نمبر 132- جموں- مورخہ 19 دسمبر 2019ء بمطابق 28 اگرا ہنا 1941 ویروار نمبر 38

اشتہارات

از عدالت تھرڈ ایڈیشنل منصف جوڈیشل مجسٹریٹ درجہ اول جموں

سرکار بنام شوکت احمد

جرم زبردفعہ 510 RPC

پرچہ علت نمبر 103 سال 2017 تھانہ پولیس بس سٹینڈ

وارنٹ گشتی عام زبردفعہ 512 ضابطہ فوجداری

حکم بنام اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزم صدر

معاملہ مندرجہ عنوان الصدر میں ملزم کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی طلب کیا گیا ہے۔ الا ملزم کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزم شوکت احمد ولد عبدالرشید ساکنہ گاؤں گٹری پورہ دو مال جانبی نگری پورہ ضلع گلگام گھر سے فرار ہے اور روپوش ہو گیا ہے جس سے ملزم کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزم کے خلاف کارروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزم متذکرہ بالا جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے گرفتار کر کے عدالت ہذا میں پیش کریں۔
وارنٹ ہذا تا دستیابی ملزم زیر کار رہے گا۔ تحریر 14-05-2019
دستخط : تھرڈ ایڈیشنل منصف جوڈیشل مجسٹریٹ درجہ اول جموں۔

از عدالت فسط ایڈیشنل منصف (فارست) جوڈیشل مجسٹریٹ درجہ اول
جموں سرکار بنام گل محمد وغیرہ

بجرائم زیر دفعات 382,201,34 RPC
پر چہ علت نمبر 68 سال 2011 تھانہ پولیس باغ باہو
وارنٹ گشتی زیر دفعہ 512 ضابطہ فوجداری

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزمان صدر
معاملہ مندرجہ عنوان الصدر میں ملزمان کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی
طلب کیا گیا ہے۔ الا ملزمان کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزمان
(1) گل محمد ولد نور حسین ساکنہ رگوڑا جموں (2) مشتاق احمد ولد عبدالرشید ساکنہ فندر۔ آریس پورہ
جموں گھر سے فرار ہے اور روپوش ہو گئے ہیں جس سے ملزمان کی دستیابی بطریق آسانی
مشکل ہے۔

لہذا ملزمان کے خلاف کاروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران
پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزمان متذکرہ بالا جہاں کہیں
بھی اندر حدود ریاست دستیاب ہو تو انہیں فوراً گرفتار کر کے عدالت ہذا میں پیش کریں
وارنٹ ہذا کی دستیابی ملزمان زیر کار رہے گا۔ تحریر 30-08-2019

سرکار بنام وجے کمار

جرم زیر دفعہ 379 RPC

پرچہ علت نمبر 34 سال 2004 تھانہ پولیس گنگیال

وارنٹ گشتی زیر دفعہ 512 ضابطہ فوجداری

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزمان صدر

معاملہ مندرجہ عنوان اُلصدر میں ملزمان کو بارہا بذریعہ وارنٹ گرفتاری بلاضمانتی طلب کیا گیا ہے۔ الا ملزمان کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزمان (1) امریک سنگھ ولد گوشا سنگھ ساکنہ جھٹا کولیاں گوبند پورہ جموں (2) اوتار سنگھ ولد گردیو سنگھ ساکنہ بھور کیمپ جھٹا کولیاں جموں گھر سے فرار ہے اور روپوش ہو گئے ہیں۔ جس سے ملزمان کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزمان کے خلاف کاروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزمان متذکرہ بالا جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے فوراً گرفتار کر کے عدالت ہذا میں پیش کریں۔ وارنٹ ہذا تا دستیابی ملزمان زیر کار رہے گا۔ تحریر 26-08-2019

سرکار بنام پریم بہادر

بجرائم زیر دفعات 509,510 RPC

پرچہ علت نمبر 57 سال 2015 تھانہ پولیس گاندھی نگر

وارنٹ گشتی زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزم صدر

معاملہ مندرجہ عنوان اُلصدر میں ملزم کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی طلب کیا گیا ہے۔ الا ملزم کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزم پریم بہادر ولد متھورا ناتھ ساکنہ B/D/51 گاندھی نگر جموں گھر سے فرار ہے اور روپوش ہو گیا ہے جس سے ملزم کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزم کے خلاف کاروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزم متذکرہ بالا جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے فوراً گرفتار کر کے عدالت ہذا میں پیش کریں۔ وارنٹ ہذا تا دستیابی ملزم زیر کار رہے گا۔ تحریر 28-08-2019

سرکار بنام پریم ویر سنگھ وغیرہ

جرم زیر دفعہ 379 RPC

پرچہ علت نمبر 56 سال 2013 تھانہ پولیس نوآباد جموں

وارنٹ کشتی زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزم صدر

معاملہ مندرجہ عنوان اُلصدر میں ملزم کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی طلب کیا گیا ہے۔ الا ملزم کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ

ملزم پرم ویر سنگھ عرف وکی ولد اقبال سنگھ ساکنہ وارڈ نمبر 1 بھور کیمپ ستواری جموں گھر سے فرار ہے اور روپوش ہو گیا ہے جس سے ملزم کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزم کے خلاف کاروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزم متذکرہ بالا جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے فوراً گرفتار کر کے عدالت ہذا میں پیش کریں۔ وارنٹ ہذا تا دستیابی ملزم زیر کار رہے گا۔ تحریر 22-08-2019

سرکار بنام نذیر احمد

پرچہ علت نمبر 23 سال 2014 تھانہ پولیس بخشی نگر

بجرائم زیر دفعات 379,427 RPC

وارنٹ گشتی زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزم صدر

معاملہ مندرجہ عنوان اُلصدر میں ملزم کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی طلب کیا گیا ہے۔ الا ملزم کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزم نذیر احمد ولد مومن خان ساکنہ ہمام گوگی پورہ تحصیل ضلع کپواڑہ سرینگر گھر سے فرار ہے اور روپوش ہو گیا ہے جس سے ملزم کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزم کے خلاف کارروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزم متذکرہ بالا جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے فوراً گرفتار کر کے عدالت ہذا میں پیش کریں۔
وارنٹ ہذا دستاویزی ملزم زیر کار رہے گا۔ تحریر 03-09-2019

سرکار بنام حاجی عادی ملنگ

جرم زیر دفعہ 379 RPC

پرچہ علت نمبر 180 سال 2012 تھانہ پولیس پلہ ڈنگہ

وارنٹ گشتی زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزم صدر

معاملہ مندرجہ عنوان اُلصدر میں ملزم کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی طلب کیا گیا ہے۔ الا ملزم کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزم حاجی عادی ملنگ ولد ناگ آپا ساکنہ میٹ ہالم پانڈ پچری حال ڈوگرہ حال جموں گھر سے فرار ہے اور روپوش ہو گیا ہے جس سے ملزم کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزم کے خلاف کارروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزم متذکرہ بالا

324۔ جموں و کشمیر گورنمنٹ گزٹ نمبر 38 مورخہ 19 دسمبر 2019ء بمطابق 28 اگراہنا 1941۔ ضمیمہ ج

جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے فوراً گرفتار کر کے عدالت ہذا میں پیش کریں۔ وارنٹ ہذا تا دستیابی ملزم زیر کار رہے گا۔ تحریر 04-09-2019

دستخط : تھرڈ ایڈیشنل منصف (فارسٹ) جوڈیشل مجسٹریٹ درجہ اول جموں۔

EXTRAORDINARY

REGD. NO. JK633



**THE
JAMMU AND KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Fri., the 11th Oct., 2019/19th Asv., 1941. [No. 28-ab

Separate paging is given to this part in order that it may be filed as a
separate compilation

PART I—B

Jammu and Kashmir Government—Notifications.

GOVERNMENT OF JAMMU AND KASHMIR,
CIVIL SECRETARIAT& DEPARTMENT OF CULTURE.

Notification

Srinagar, the 11th October, 2019.

SRO-571. In exercise of the powers conferred by sub-section (1) of section 3 of the Jammu and Kashmir Ancient Monuments Preservation Act, Svt. 1977 (1920-AD) (Act No. V of 1977), and in supersession of

2 The J&K Govt. Gazette, 11th Oct., 2019/19th Asv., 1941. [No. 28-ab
Notification SRO-111 of 2019 dated 11-02-2019, the Government on the
recommendation of the Director, Archives, Archeology and Museums,
Jammu and Kashmir, hereby intends to declare "Tingmolang Fort along
with land measuring 213 Kanals and 01 Marla falling under Khasra
No. 1960 near Tingmolang Village District Leh and Ancient Cave along
with land measuring 01 Kanal and 11 Marlas falling under Khasra No. 2474
at Saspol, Village District Leh" as the State Protected Monument within the
meaning of the said Act.

Further, in pursuance of sub-section (2) of the aforesaid section
objection are invited from the general public to the aforesaid proposal, which
should reach to Secretary to Government, Department of Culture, within a
period of two months from the date of issuance/publication of this notification
in the newspaper or fixation of this notification at a conspicuous place on
the Monument.

By order of the Government of Jammu and Kashmir.

(Sd.)-----

Secretary to the Government,
Department of Culture.



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Fri., the 25th October, 2019/3rd Kart., 1941. [No. 30-aap

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART I—B

Jammu and Kashmir Government—Notifications.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT 66 TRANSPORT DEPARTMENT

Notification

Srinagar, the 25th of October, 2019.

SRO-769.66 In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the cadre of the Jammu and Kashmir Motor Garages (Gazetted) Service for the Union Territory of Jammu and Kashmir upon exclusion

2 The J&K Govt. Gazette, 25th Oct., 2019/3rd Kart., 1941. [No. 30-aap
of the posts of Union Territory of Ladakh, shall comprise the posts
as indicated in Schedule-I to this notification, subject to any modifications
as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) DR. ASGAR HASSAN SAMOON, IAS,

Principal Secretary to Government,
Transport Department.

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No. 30-aap] The J&K Govt. Gazette, 25th Oct., 2019/3rd Kart., 1941. 3
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Schedule-I of SRO-769 dated 25-10-2019.

S. No.	Name of the Post	No. of Posts	Pay Band/Scale of the post with Grade Pay/ Level	Cadre (UT/Divisional/ District)
1	2	3	4	5
1.	Director	1	L-13(123100-215900)	UT J&K
2.	Deputy Director	2	L-11(67700-208700)	UT J&K
3.	Administrative Officer	1	L-8(47600-151100)	UT J&K
4.	Work Manager	2	L-8A(50700-160600)	UT J&K
Total		6		

(Sd.)

Deputy Secretary to Government,
Transport Department.

EXTRAORDINARY

REGD. NO. JK 33



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Fri., the 25th October, 2019/3rd Kart., 1941. [No. 30-aaq

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PART I—B

Jammu and Kashmir Government—Notifications.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT66TRANSPORT DEPARTMENT

Notification

Srinagar, the 25th of October, 2019.

SRO-770.66In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the cadre of the Jammu and Kashmir Motor Garages (Subordinate/ Non-Gazetted) Service for the Union Territory of Jammu and Kashmir

2 The J&K Govt. Gazette, 25th Oct., 2019/3rd Kart., 1941. [No. 30-aaq
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upon exclusion of the posts of Union Territory of Ladakh, shall comprise
the posts as indicated in Schedule-I to this notification, subject to any
modifications as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) DR. ASGAR HASSAN SAMOON, IAS,
Principal Secretary to Government,
Transport Department.
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No. 30-aaq] The J&K Govt. Gazette, 25th Oct., 2019/3rd Kart., 1941. 3
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Schedule-I of SRO-770 dated 25-10-2019.

S. No.	Name of the Post	No. of Posts	Pay Band/Scale of the post with Grade Pay/ Level	Cadre (UT/Divisional/ District)
1	2	3	4	5
1.	Section Officer	6	L-7(44900-142400)	UT J&K
2.	Senior Scale Stenographer	1	L-7(44900-142400)	UT J&K
3.	Assistant Accounts Officer	1	L-7(44900-142400)	UT J&K
4.	Legal Assistant	1	L-6E(35900-113500)	UT J&K
5.	Head Assistant	10	L-6B(35600-112800)	UT J&K
6.	Jr. Legal Assistant	2	L-6B(35600-112800)	UT J&K
7.	Senior Assistant/ Storekeeper/Job Card Clerk	18	L-5(29200-92300)	UT J&K
8.	Accounts Assistant	3	L-5(29200-92300)	UT J&K
9.	Junior Assistant	15	L-4(25500-81100)	UT J&K
10.	Store Attendant	4	L-2(19900-63200)	UT J&K
11.	Orderly	8	L-SL1(14800-47100)	UT J&K
12.	Chowkidar	22	L-SL1(14800-47100)	UT J&K
13.	Safaiwala	6	L-SL1(14800-47100)	UT J&K
14.	Stores Officer	2	L-6E(35900-113500)	UT J&K
15.	Foreman	17	L-6D(35800-113200)	UT J&K
16.	Inspector	2	L-6D(35800-113200)	UT J&K
17.	Latheman	2	L-6D(35800-113200)	UT J&K

4 The J&K Govt. Gazette, 25th Oct., 2019/3rd Kart., 1941. [No. 30-aaq

1 2 3 4 5

18. Fuel Pump Operator 1 L-6D(35800-113200) UT J&K

19. Mechanic 41 L-6(35400-112400) UT J&K

20. Fitter 28 L-4(25500-81100) UT J&K

21. Painter 2 L-4(25500-81100) UT J&K

22. Upholister 2 L-4(25500-81100) UT J&K

23. Tin Smith 2 L-4(25500-81100) UT J&K

24. Black Smith 2 L-4(25500-81100) UT J&K

25. Electrician 8 L-4(25500-81100) UT J&K

26. Welder 13 L-4(25500-81100) UT J&K

27. Dent Beater 2 L-4(25500-81100) UT J&K

28. Solderer 2 L-4(25500-81100) UT J&K

29. Tyre Mechanic 2 L-4(25500-81100) UT J&K

30. Greaser Washer 46 L-2(19900-63200) UT J&K

31. Helper 35 L-SL2(15900-50400) UT J&K

32. Cleaner 31 L-SL2(15900-50400) UT J&K

33. Chauffeur 120 L-6C(35700-113100) UT J&K

34. Driver Grade-I 168 L-4(25500-81100) UT J&K

25. Driver Grade-II 193 L-2(19900-63200) UT J&K

Total 818

(Sd.)

Deputy Secretary to Government,
Transport Department.



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Mon., the 28th Oct., 2019/6th Kart., 1941. [No. 30-aaae

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART I-B

Jammu and Kashmir Government—Notifications.

GOVERNMENT OF JAMMU AND KASHMIR

CIVIL SECRETARIAT HOME DEPARTMENT

Notification

Srinagar, the 28th of October, 2019.

SRO-939. In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the prosecution cadre of the Jammu and Kashmir Police (Gazetted) Service for the Union Territory of Jammu and Kashmir upon exclusion of the posts of Union Territory of Ladakh, shall comprise the posts as indicated in Schedule-I to this notification, subject to any modifications as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) SHALEEN KABRA, IAS,

Principal Secretary to the Government,
Home Department.

Schedule-I to SRO-939 of 2019 dated 28-10-2019.

S. No.	Name of the Post	Number of Posts	Pay Band/Scale of the Post with Grade Pay	Cadre
1.	Director, Prosecution	01	Level 13-A-131100-216600	UT
2.	Joint Director, Prosecution	03	Level 12-78800-209200	UT
3.	Deputy Director, Prosecution	11	Level 11-67700-208700	UT
4.	Chief Prosecuting Officer	59	Level 10-A-56600-179800	UT
5.	Sr. Prosecuting Officer	87	Level 8-47600-151100	UT

Under Secretary to Government,
Home Department.



Vol. 132]Jammu, Mon., the 28th Oct., 1919/6th Kart., 1941. [No. 30-aaaf

PART I-B

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Notification

SRO-940.66In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the prosecution cadre of the Jammu and Kashmir Police (Non-Gazetted) Service for the Union Territory of Jammu and Kashmir upon exclusion of the posts of Union Territory of Ladakh, shall comprise the posts as indicated in Schedule-I to this notification, subject to any modifications as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) SHALEEN KABRA, IAS,

Principal Secretary to the Government,
Home Department.

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Schedule-I to SRO-940 of 2019 dated 28-10-2019.

(Sd.) RASHID RAINA, KAS,
Under Secretary to Government,
Home Department.



Vol. 132] Jammu, Mon., the 28th Oct., 1919/6th Kart., 1941. [No. 30-aag

Separate paging is given to this part in order that it may be filed as a
separate compilation.

Jammu and Kashmir Government—Notifications.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT & HOME DEPARTMENT

Notification

Srinagar, the 28th of October, 2019.

SRO-941.óóIn exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the prosecution cadre of the Jammu and Kashmir Police (Gazetted) Service for the Union Territory of Ladakh, shall comprise the posts as indicated in Schedule-I to this notification, subject to any modifications as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) SHALEEN KABRA, IAS,

Principal Secretary to the Government,
Home Department.

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Schedule-I to SRO-941 of 2019 dated 28-10-2019.

(Sd.) RASHID RAINA, KAS,

Under Secretary to Government,
Home Department.



Vol. 132] Jammu, Mon., the 28th Oct., 1919/6th Kart., 1941. [No. 30-aaah

Separate paging is given to this part in order that it may be filed as a
separate compilation.

Jammu and Kashmir Government—Notifications.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT/HOME DEPARTMENT

Notification

Srinagar, the 28th of October, 2019.

SRO-942.66In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the cadre of the Jammu and Kashmir Prosecution (Non-Gazetted) Service for the Union Territory of Ladakh, shall comprise the posts as indicated in Schedule-I to this notification, subject to any modifications as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) SHALEEN KABRA, IAS,

Principal Secretary to the Government,
Home Department.

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Schedule-I to SRO-942 of 2019 dated 28-10-2019.

S. No.	Name of the Post	Number of Posts	Pay Band/Scale of the Post with Grade Pay	Cadre
1.	Prosecuting Officer	6	Level-6E-35900-113500	UT

(Sd.) RASHID RAINA, KAS,

Under Secretary to Government,
Home Department.



Vol. 132] Jammu, Mon., the 28th Oct., 1919/6th Kart., 1941. [No. 30-aaai

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Jammu and Kashmir Government—Notifications.

GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT/HOME DEPARTMENT

Srinagar, the 28th of October, 2019.

By order of the Governor.

Principal Secretary to Government,
Home Department.

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Schedule-I to SRO-943 dated 28-10-2019.

REGD. NO. JKô 33



Vol.132] Jammu, Wed., the 23rd Oct., 1919/1st Kart., 1941. [No. 29-2

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No. 887 Dated 23-10-2019.

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Consequent upon issuance of Constitution (Application to J&K) Order 2019, C. O. 271 notified vide Notification dated 05-08-2019 read with Declaration under Article 370 (3) of the Constitution, C. O. 273 notified vide Notification dated 06-08-2019, the Jammu and Kashmir Advocates (Regulations of Practice in the High Court and Subordinate Courts)

The J&K Govt. Gazette, 23rd Oct., 2019/1st Kart., 1941. [No. 29-2
Rules, 2003 issued vide High Court Notification No. 82 dated 31-05-2003,
shall deemed to have been adopted in terms of Article 225 of the Constitution
of India.

By Order of the Honorable High Court.

(Sd.) SANJAY DHAR,

Registrar General.

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JAMMU AND KASHMIR ADVOCATES (REGULATION OF PRACTICE IN THE HIGH COURT AND SUBORDINATE COURTS) RULES, 2003.

Dated 31-05-2003.

1. *Short title.*—

- (i) These rules may be called the Jammu and Kashmir Advocates (Regulation of Practice in the High Court and Subordinate Courts) Rules, 2003.
- (ii) These rules shall come into force at once.

1. *Duty of High Court.*— The High Court has power to formulate rules under Section 34 (1) of Advocates Act, 1961 or regarding proceedings inside the court, including the conduct of advocates during such proceedings. The court can not be deprived of control or supervision of proceedings inside a court, merely because the right of an advocate is involved. Bar council exercises control over Advocates right to practice. ¹ ¹The High Court can lay down the conditions subject to which an Advocate would be permitted to practice in the High Court and courts subordinate to the High Court. Right of appearance of Advocates in the courts is within the control and jurisdiction of the High Court.

1 Parvin Shah Vs. K. A. Mohd. Ali & anr.; (2001) 8 SCC 650.

2. *Duty of Advocate and Bar Councils.*—The Bar Councils are enjoined upon with the duty to act as sentinels of professional conduct and must ensure that the dignity and purity of professional are in no way undermined. Its job is to uphold the standards of professional conduct and etiquette. Thus every State Bar Council and the Bar Council of India has a public duty to perform, namely to ensure that the monopoly of practice granted under the Advocates Act is not misused or abused by a person who is enrolled as an Advocate. Since the duty of a lawyer is to assist the court in the administration of justice, the practice of law has a public utility flavour and, therefore, he must strictly and scrupulously abide by the code of conduct behaving the noble profession and must not indulge in any activity which may tend to lower the image of the profession in society.²

3. *Strike by Advocates.*—Lawyers have no right to go on strike or give call for boycott of courts. If a lawyer having vakalatnama of a client, absents himself from the court due to strike call, he is liable to pay costs/damages to the client as it amounts to breach of contract and is unprofessional.⁴

There is no scope for accommodating a striking advocate. An advocate who appears despite call of strike can not be refused hearing.⁵

Functioning of the court has to be ensured uninfluenced by a call for strike by the lawyers. Courts are bound to discharge their duties without fear and no effort of brow beating should deter the court from discharging their judicial functions.⁶

Indian Council of Legal Aid and Advice V. Bar Council of India (1995)
1 SCC 732; AIR 1995 SC 691.

1979-1991 PLR, J&K 315 (D. B.).

Ex. Capt. Harish Uppal V. Union of India & anr., AIR 2003 SC 739;
(2003) (1) JKJ 449.

Ramon Service Pvt. Ltd. V. Subash Kapoor, AIR 2001 SC 207.

Iftikhar Hussain & anr. V. State, 2002 (i) SLJ 293.

2. *Definitions.*—In these rules, unless the context otherwise requires,ô

- A. -Actø means the Advocates Act, 1961.
- B. -Advocateø means an Advocate entered in the -State rollø or in the roll of any other State or Union Territory under the provisions of the Act or any other law for the time being in force.
- C. -Bar Councilø means Bar Council constituted under the Act.
- D. -Bar Associationø means an Association of Advocates whether or not recognized by the Bar Council.
- E. -Chief Justiceø means Chief Justice of the High Court of Jammu and Kashmir.
- F. -Committee of Barø means the members of a Bar Association/Bar Council, by whatever name called, responsible for running day to day affairs of the Association/Council and includes its office bearers and executive/governing committee.
- G. -District Judgeø means a District Judge posted as Principal District Judge of a District and includes any Additional District Judge posted at a station in the District other than the station where Principal District Judge is functioning.
- H. -High Courtø means the High Court of Jammu and Kashmir.
- I. -Stateø means State of Jammu and Kashmir.
- J. -Subordinate Courtø means any court subordinate to the High Court of Jammu and Kashmir and includes Tribunals and Forums subject to superintendence, control and appellate jurisdiction of the High Court.
- K. -State Rollø means a roll of Advocate prepared and maintained by the High Court under the Act.
- L. All other words and expressions used in these rules but not specifically defined herein shall have the same meaning as assigned to such words and expressions in the Advocates Act, 1961 and Jammu and Kashmir General Clauses Act, Svt. 1977.

5. *Prohibition against requisitioning meeting of Bar Association/Council.*—No Advocate individually or jointly with other Advocates, Group of Advocates or any Association shall requisition meeting of Bar Association, Bar Council or any Group of Advocates to consider call for a strike, abstention from court(s) or boycott of Judicial Proceedings.

7. *The Advocates not to go on strike.*—Save as otherwise provided in these rules, no Advocate individually, as part of a group of Advocates or a member of an Association shall go on strike, abstain from court work or boycott the Judicial Proceedings whether in pursuance or otherwise of a call given for strike, abstention from court work or boycott of Judicial Proceedings.

Provided that in case of afforested protest abstention, it will be for the Chief Justice, if the Advocates propose to absent themselves from High Court or the subordinate courts and the District Judge, if the Advocates

No. 29-2] The J&K Govt. Gazette, 23rd Oct., 2019/1st Kart., 1941. 7
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propose to absent themselves from the District Court or any other Court of
the District, to decide whether or not issue prompting protest abstention
from work by the Advocates involves dignity, integrity or independence
of the Bar and/or Bench :

Provided further that the President of the Bar Association shall consult
Chief Justice of the High Court or the District Judge of the concerned
District before the advocates decide to absent themselves from the court
and decision of Chief Justice or the District Judge as the case may be
shall be final and have to be abided by the Bar Association.

9. No Advocate refusing to abide by any call for strike, abstention
from court work or boycott of Judicial Proceedings, shall be visited with any
adverse consequences by the Bar Association or the Bar Council and no
threat or coercion of any nature including that of expulsion can be held out
against such advocate.

Penalty

10. *Contravention of Rules 4, 5 & 6.*—An advocate or a member
of the Committee of Bar contravening the provisions laid down in Rules 4, 5
and 6 may be debarred from appearing, pleading and conducting cases in
the High Court and/or Subordinate Courts for a period not less than one
year but not exceeding five years.

11. An Advocate or a member of the Committee of Bar contravening
Rule(s) 7 and 9 may be debarred from appearing, pleading and conducting
cases in the High Court and/or Subordinate Courts for a period not less than
2 years but not exceeding seven years.

Procedure

12. *Disciplinary Committee.*—The Chief Justice shall constitute
committee/committees of one or more Judges of the High Court to enquire
into and dispose off the complaints alleging contravention of any of the
Rule(s) laid down herein by any Advocate, group of Advocates or member/
members of the Committee of the Bar

13. The complaints alleging contravention of any of the Rule(s) laid
down herein shall be addressed to Chief Justice of the High Court who on
receipt of such a complaint shall assign the same to the Disciplinary
Committee.

15. The Disciplinary Committee shall conclude enquiry and finally dispose off the complaint within a period of 30 days from the date the complaint is assigned to the committee.

Appeal

18. The Bench after hearing the appellant(s) may set aside or modify the order of the Disciplinary Committee debarring the appellant(s) from appearing, pleading and conducting cases in the High Court or/and Subordinate Court(s), reduce the period for which the appellant is debarred from appearing, pleading and conducting by Disciplinary Committee.

**Rules framed under section 3 of the destruction of records
Act, 1977**

Published in Government Gazette dated 2nd Phagan, 1992

Rules made by the High Court of Jammu and Kashmir under section 3 of the Destruction of Records Act and sanctioned by His Highness the Maharaja Bahadur.

A-General

1. *Obsolete records and registers to be destroyed annually.*—All Judicial records and registers which, under these rules, become liable to destruction, shall be destroyed as soon as the period for their retention has expired.

2. *How to be destroyed and disposed of.*—The destruction of such records and registers shall be carried out under the supervision of Record Keeper and shall be effected by tearing, care being taken that all Court fee stamps have been duly cancelled. The paper shall then be sent to the Superintendent of the nearest Central Jail who will purchase it at its market value, and return the bill drawn by the office from which the purchase is made, duly countersigned, for transmission to the Accountant General. The latter will place the sum to the credit of the Record Office Fund in the public accounts. If there is no Jail, or if the Jail authorities decline to take the paper, the orders of the Chief Justice for papers pertaining to the record of his court and of the District and Sessions Judge in other cases shall be taken as to its disposal.

B-Records

3. *Parts of file.*—All Civil and Criminal records shall be arranged in separate Parts A and B.

EXTRAORDINARY

REGD. NO. JKô 33



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Wed., the 30th Oct., 1919/8th Kart., 1941. [No. 30-aa

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART I-B

Jammu and Kashmir Government—Notifications.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIATôôHOSPITALITY AND PROTOCOL
DEPARTMENT

Notification

Srinagar, the 30th of October, 2019.

SRO-965.ôôIn exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the cadre of the Hospitality and Protocol Department (Resident Commission, New Delhi) (Gazetted Service) for the Union

2 The J&K Govt. Gazette, 30th Oct., 2019/8th Kart., 1941 [No. 30-aa
Territory of Jammu and Kashmir shall comprise the posts as indicated in
Schedule-I, to this notification, subject to any modifications as may be
necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) ROHIT KANSAL, IAS,

Principal Secretary to Government,
Hospitality and Protocol Department.

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UNION TERRITORY OF JAMMU AND KASHMIR

**Sanctioned strength of posts of Hospitality and Protocol
Department (Gazetted Service) Resident Commission,
New Delhi, for the Union Territory of J&K.**

Resident Commission, New Delhi :

S. No.	Name of the Post	Number of Posts	Pay Scale	Cadre
1.	Principal Resident Commissioner	1	182200-224100 (Level-15)	UT of J&K
2.	Additional Resident Commissioner	1	78800-209200 (Level-12)	UT of J&K
3.	Asstt. Resident Commissioner, Mumbai	1	56600-179800 (Level-10-A)	UT of J&K
4.	Resident Representative Chandigarh	1	47600-151100 (Level-8)	UT of J&K
5.	Under Secretary, RC Office, New Delhi	1	47600-151100 (Level-8)	UT of J&K
6.	Managers	3	47600-151100 (Level-8)	UT of J&K
7.	Private Secretary	2	47600-151100 (Level-8)	UT of J&K
8.	Protocol Officer	1	47600-151100 (Level-8)	UT of J&K

(Sd.) MANZOOR AHMAD JAN,

Under Secretary to Government,
Hospitality and Protocol Department.

EXTRAORDINARY

REGD. NO. JKô 33



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Wed., the 30th Oct., 2019/8th Kart., 1941. [No. 30-ab

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART I-B

Jammu and Kashmir Government—Notifications.

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GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIATôôHOSPITALITY AND PROTOCOL
DEPARTMENT

Notification

Srinagar, the 30th of October, 2019.

SRO-966.ôôIn exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor is pleased to direct that the cadre of the Hospitality and Protocol Department (Resident Commission, New Delhi) (Subordinate/Non-Gazetted Service)

2 The J&K Govt. Gazette, 30th Oct., 2019/8th Kart., 1941 [No. 30-ab
for the Union Territory of Jammu and Kashmir shall comprise the posts
as indicated in Schedule-I, to this notification, subject to any modifications
as may be necessary.

This shall come into force with immediate effect.

By order of the Governor.

(Sd.) ROHIT KANSAL, IAS,

Principal Secretary to Government,
Hospitality and Protocol Department.

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Schedule-I of SRO-966

UNION TERRITORY OF JAMMU AND KASHMIR

**Sanctioned strength of posts of Hospitality and Protocol
Department (Subordinate/Non-Gazetted Service) PRC, New
Delhi, for the Union Territory of J&K.**

Principal Resident Commissioner, New Delhi :

S. No.	Name of the Post	Number of Posts	Pay Scale	Cadre
1	2	3	4	5
1.	Section Officer	1	44900-142400 (Level-7)	UT of J&K
2.	Assistant Manager	2	35900-113500 (Level-6E)	UT of J&K
3.	Assistant Accounts Officer	1	44900-142400 (Level-7)	UT of J&K
4.	Junior Stenographer	2	35400-112400 (Level-6)	UT of J&K
5.	Head Assistant	1	35600-112800 (Level-6B)	UT of J&K
6.	Store Keeper	1	35400-112400 (Level-6)	UT of J&K
7.	Account Assistant	1	29200-92300 (Level-5)	UT of J&K
8.	Senior Assistant	5	29200-92300 (Level-5)	UT of J&K
9.	Bill Clerk	1	25500-81100 (Level-4)	UT of J&K
10.	Assistant Store Keeper	2	25500-81100 (Level-4)	UT of J&K
11.	Accountant	1	35600-112800 (Level-6B)	UT of J&K
12.	Junior Assistant	8	25500-81100 (Level-4)	UT of J&K
13.	SG RTO	3	35400-112400 (Level-6)	UT of J&K

4 The J&K Govt. Gazette, 30th Oct., 2019/8th Kart., 1941 [No. 30-ab
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1	2	3	4	5
14.	Telephone Operator	9	25500-81100 (Level-4)	UT of J&K
15.	Carpenter-cum-Polisher	2	25500-81100 (Level-4)	UT of J&K
16.	Electric Supervisor	1	25500-81100 (Level-4)	UT of J&K
17.	Chauffeur	5	35600-112800 (Level-6)	UT of J&K
18.	Driver Gr.-I	7	25500-81100 (Level-4)	UT of J&K
19.	Driver Gr.-II	7	19900-63200 (Level-2)	UT of J&K
20.	Dispatch Rider	1	25500-81100 (Level-4)	UT of J&K
21.	Scooter Driver	1	19900-63200 (Level-2)	UT of J&K
22.	Steward	1	25500-81100 (Level-4)	UT of J&K
23.	Head Cook	2	25500-81100 (Level-4)	UT of J&K
24.	Waiter	20	19900-63200 (Level-2)	UT of J&K
25.	Room Bearer	9	19900-63200 (Level-2)	UT of J&K
26.	Table Boy	2	19900-63200 (Level-2)	UT of J&K
27.	Electrician	2	19900-63200 (Level-2)	UT of J&K
28.	Plumber	2	19900-63200 (Level-2)	UT of J&K
29.	Cook	9	19900-63200 (Level-2)	UT of J&K

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Total	109
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Class-IV :

30.	Dhobi	1	19900-63200 (Level-2)	UT of J&K
31.	Washerman	2	15900-50400 (Level-2)	UT of J&K
32.	Head Mali	1	15900-50400 (Level-2)	UT of J&K

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Under Secretary to Government,
Hospitality and Protocol Department.



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 132] Jammu, Thu., the 22nd Aug., 2019/31st Srav., 1941. [No. 21-1
Separate paging is given to this part in order that it may be filed
as a separate compilation.

Part II—B

Notifications, Notices and Orders by Heads of Departments.

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**GOVERNMENT OF JAMMU AND KASHMIR
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
SRINAGAR/JAMMU**

File No. 310/ITLC
D. O. I. : 06-04-2015
D. O. A. : 22-08-2019

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Smt. Zaina Begum W/o Rashid
R/o Gundna, Tehsil and District
Doda.

Versus

Zonal Education
Officer,
Gundna, Tehsil &
District Doda.

Petitioner

Respondent

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In the Matter of :ô Claim petition with reference to the dispute referred
by the Government of Jammu and Kashmir, under
Industrial Dispute Act, 1947.

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Petitioner through Counsel Advocate Sheikh Aleem.

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Award

Whereas, workman raised the dispute against Zonal Education Officer, Gundna, Doda before conciliation Officer, Assistant Labour Commissioner, Doda where it was examined by Conciliation Officer, Doda and was found that the said workman was employed as cook-cum-sweeper for cooking mid-day meal. The conciliation proceeding failed before Conciliation Officer and a failure report recommending the case for its reference to the Industrial Tribunal/Labour Court for adjudication, the Government after its opinion that an industrial dispute exists between the Zonal Education Officer, Gundna, Doda and the aforesaid workman Smt. Zaina Begum consider it desirable to refer the dispute and thus referred the case to Industrial Tribunal under clause C of sub-section (1) of section 10 of Industrial Dispute Act, 1947 for adjudication on the falling issues :ô

- Alongwith reference copy of the conciliation proceeding, failure report is also attached.

The petition in her claim petition submitted that petitioner was engaged as cook-cum-sweeper in the year April, 2004 and remained in continuous service for nine years till termination from the service on 4th of June, 2012 and her last wage was Rs. 150/- P.M. She further submitted that respondent terminated her service without any notice, and without any law. Respondent has not given any notice before termination and without paying one month salary as provided under section 25 F of

No. 21-1] The J&K Govt. Gazette, 22nd Aug., 1919/31st Srav., 1941. 3
Industrial Dispute Act, 1947. She further stated that respondent terminated
her service without paying retrenchment compensation. That no charge
sheet was given to her nor any enquiry was conducted before termination
from the service nor provided any opportunity of being heard. That
petitioner has been terminated orally by respondent which is against the
principal of natural justice. The petitioner finally prayed that her termination
from the service is bad and against the law which be set aside. She further
prayed for reinstatement on her old post post with full back wages Rs.
150/- P.M. with interest and continuity of service along with all benefits.
Also prayed for case expenses of Rs.10,000/- as respondent is responsible
for litigation in this dispute.

Petitioner produced Gulfam Ahmed and produced her self as witness in *ex parte*.

A brief resume of the petitioner evidence is as under :ô

Mst. Zaina Begum in the shape of affidavit that she was engaged as cook-cum-sweeper in the year April, 2004 in Government Middle School Renote, Education Zone, Gunda, District Doda and remained in continuous employment for 9 years. The respondent terminated her from service on 04-06-2012, She was getting Rs. 150/- P.M. Her service record was neat and clean and there was no misconduct against her. The respondent did not give any notice of termination under section 25F of (ID) Act, 1947. That she has been terminated from the service without complying the provision of law and no retrenchment compensation has been paid at the time of termination from the service. She be reinstated with full back wages and allied benefits under law and expenses of litigation be paid from respondent.

P.W. Gulfam Ahmed deposed that he knows Mst. Zaina Begum who worked in Government Middle School, Rehnote, Education Zone, Gundna in Doda District, the post of cook-cum-sweeper she remained in employment in school for 9 years continuously. No notice has been given to her before termination from service. She was getting Rs. 150/- P.M.

I have heard the petitioner through AR in *ex parte* and have gone through the evidence oral and documentary on record carefully.

This court has to return findings within described limit of the term of reference identified by the competent authority appointed by Government. In the reference this tribunal has to find out legality on otherwise action of

4 The J&K Govt. Gazette, 22nd Aug., 2019/31st Srav., 1941. [No. No. 21-1
respondent, while terminating the service of petitioner is valid or not. In
case the action taken by respondent in terminating the service of Petitioner
is proved illegal then it is to be seen as what appropriate relief can be
granted to petitioner on account of such illegal action.

In the claim petition, the petitioner averred that she was engaged as
cook-cum-sweeper in the year April, 2004 and remained in the continuous,
service for nine year, till termination from the service on 4th of July, 2012
and her monthly wages were Rs. 150/- P.M. That respondent without any
reason has terminated her from service without following the due process
of law. As no notice prior to termination of service was served upon her,
not any retrenchment compensation was paid to her, which is the violation
of section 25F of the Industrial Dispute Act, 1947. She further submitted
that respondent terminated the service of petitioner workman in violation
of principles of natural justice.

The witness examined by the petitioner has corroborated the claim
of the petitioner. While stating that he is knowing the petitioner, Mst. Zaina
Begum who worked in the Middle School, Rehnote, Education Zone,
Gundna, District Doda on the post of cook-cum-sweeper. She remained
there in the employment for 9 years. She was getting Rs. 150/- P.M.

Similarly Mst. Zaina Begum, petitioner also fully corroborated her
claim petitioner when she was examined as witness.

It also reflects from the perusal of record that during the reconciliation
proceeding before Conciliation Officer, Doda, respondent filed objection.
Wherein he submitted that during 2011-12 a building comprising three
rooms have been constructed by the department on the land, which has been
donated by one Sh. Lekh Raj without any compensation either through
any negotiation.

In Chaudhary Charn Singh University V/S Presiding Officer, Industrial
Tribunal 2013 LLR 761, Hon'ble Allahabad High Court held that
respondent workman was employed on daily rate basis in 1994 and was
not working on sanctioned post. In the event, the workman had worked for
more than 240 days in a calendar year and his services were terminated
arbitrarily without complying with the provision of section 6 N of Industrial
Dispute Act. The reinstatement could not be ordered as a matter of right.
At the best, compensation can be granted.

[illegible]

In University of Rajasthan V/s Trilok Sing 2017 (152)FLR 1104 (Raj H.C.), it was held that respondent was never appointed in accordance with law nor there was even an appointment letter given to respondent as such to meet the ends of Justice University is directed to pay respondent workman lump sum compensation of Rs. 3 Lacs failing which will carry interest at Bank rate till date of payment.

In an other recent case captioned as Ram Prasad V/s Presiding Officer, Industrial Tribunal-Cum-Labour Court, Hisar, CWP No. 19761/2013 Punjab and Haryana dated 14th November, 2018, Hon'ble High Court of Punjab and Haryana set aside the order of Labour Court wherein Labour Court held the termination of service of workman bad due to non compliance of section 25 F of Industrial Dispute Act, 1947 but denied the reinstatement and back wages and instead awarded a lump sum compensation of Rs. 1,20,000/- holding that workman appointed to the post of cook helper de hors the rules as no application was called from the general public for the Post, the workman challenged the award in writ petition. The Hon'ble High Court observed that as per law settled on this point of termination order is rendered void *ab initio* for non compliance of section 25F of Industrial Dispute Act, 1947, the workman is entitled to reinstatement with continuity of service and back wages. Hence award suffers from error which is fundamental in nature due to inadequacy of reason in the award in matter of moulding relief and finally held that workman entitled to reinstatement with compensation of Rs. 3 Lacs. This amount is in nature of solatium damages, cost, compensation or reparation of the wrong done by department of Government. The Government may recover this amount from responsible officials in the department for disregarding the mandatory procedure.

Thus in view of above said discussion and the law cited, this tribunal is of the opinion that petitioner has been terminated illegally and in violation of provision of section 25F of Industrial Dispute Act, 1947.

6 The J&K Govt. Gazette, 22nd Aug., 2019/31st Srav., 1941. [No. No. 21-1
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Accordingly, in view of the facts and circumstances of the present case reinstatement would not be appropriate, however respondent is directed to pay a lump sum compensation of Rs. 2 Lacs to the petitioner within a period of two months failing which it will carry an interest at the Bank rate till date of payment.

Accordingly an award is passed in favour of the petitioner and against the respondent Management. Copy of the award be sent to the Government of J&K through its Commissioner/Secretary, Labour Department for information and publication in the Government Gazette. File shall be consigned to record after its due completion.

Announced :

Dated : 22-08-2019

(Sd.) MOHAMMAD ALI KHAN,

District and Sessions Judge
(Presiding Officer),
Industrial Tribunal/Labour Court,
J&K Srinagar/Jammu.

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Vol. 132] Jammu, Fri., the 27th Sept., 1919/5th Asv., 1941. [No. 26-12

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Notification

CHAPTER I

2. *Extent of Application.* These bye-laws shall be applicable within the territorial limits of Municipal Committee, Kulgam including domestic, institutional, commercial and any other residential Solid Waste

Management, situated in Municipal Committee, Kulgam and to the public who throw the Solid Waste into storm water drainage, underground sewerage system, water bodies through Directorate of Urban Local Bodies, Kashmir/Jammu.

3. *Definitions.* (1) In these bye-laws, unless the context otherwise requires,

- (1) **“Agency”** means Municipal Committee, Kulgam ;
- (2) **“Aerobic composting”** means a controlled process involving microbial decomposition of organic matter in the presence of oxygen ;
- (3) **“Anaerobic digestion”** means a controlled process involving microbial decomposition of organic matter in the absence of oxygen ;
- (4) **“Authorization”** means the permission given by the State Pollution Control Board, to the operator of a facility or Urban Local authority, or any other agency responsible for processing and disposal of Solid waste ;
- (5) **“Biodegradable waste”** means any organic material that can be degraded by micro-organism into simpler stable compounds ;
- (6) **“Bio-methanation”** means a process which entails enzymatic decomposition of the organic matter by microbial action to produce methane rich biogas ;
- (7) **“Brand owner”** means a person or company who sells any commodity under a registered brand label ;
- (8) **“Bulk Garden and Parks & Horticultural Waste”** means bulk waste from parks, gardens etc. including grass clippings, weeds, woody -brown carbon-rich material such as branches, twigs, wood chipping, straw, dead leaves, tree trimmings, etc. which cannot be accommodated in the daily collection system for bio-degradable waste ;

- (9) **“Bulk Waste Generator”** means bulk waste generator defined under Rule 3(1)(8) of the Solid Waste Management Rules, 2016 (hereinafter referred to as 'SWM Rules') and any other waste generator including buildings occupied by the Central Government departments or undertakings, State Government departments or undertaking, Local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, commercial establishments, markets, places of worship, stadia and sport complexes having an average waste generation rate exceeding 100 Kg. per day ;
- (10) **“C&D waste (Construction and Demolition waste)”** means Construction and Demolition Waste (Debris) that are non-hazardous in nature generated out of building materials, debris and rubble in their jurisdiction ;
- (11) **“Clean Area”** means the public place in front of and all around or adjacent to any premises extending to the kerb side and including the drain, foot path and kerb cleaned and so maintained in accordance with these bye-laws ;
- (12) **“Cleanliness Fee”** means an amount of fees collected by the managers/Organizers for cleaning the site by the Agency ;
- (13) **“Collection”** means lifting and removal of solid waste from source of waste generation, collection points or any other location ;
- (14) **“Collection Counter”** means where the user charges shall be remitted which will be available at all Zonal Officers and headquarters ;
- (15) **“Combustible waste”** means non-biodegradable, non-recyclable, non-reusable, non-hazardous solid waste having

minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like plastic, wood pulp, etc. ;

- (16) **“Community waste storage bin”** means any storage facility setup and maintained by the Municipal Committee, Kulgam, in the State collectively by owners and or/occupiers of one or more premises for storage of Municipal Solid Waste in a segregated manner in the road side/premises of anyone of such owners/occupiers or in their common premises ;
- (17) **“Composting”** means a controlled process involving microbial decomposition of organic matter ;
- (18) **“Co-processing”** means use of non-biodegradable and non-recyclable solid waste having calorific value exceeding 1500k/cal as raw material or as a source of energy or both to replace or supplement the natural mineral resources and fossil fuels in industrial processes ;
- (19) **“Containerised Hand Cart”** means the hand cart provided by the Municipal Committee, Kulgam or the agency/agent appointed by it for point-to-point collection of solid waste ;
- (20) **“Decentralized processing”** means establishment of dispersed facilities for maximizing the processing of biodegradable waste and recovery of recyclables closest to the source of generation so as to minimize transportation of waste for processing or disposal ;
- (21) **“Delivery”** means handing over any category of solid waste to worker of Municipal Committee, Kulgam or any other person appointed, authorised or licensed by Municipal Municipal Committee, Kulgam for taking delivery of such waste or depositing it in any vehicle provided by Municipal Committee, Kulgam to do so ;
- (22) **“Disposal”** means the final and safe disposal of post processed residual solid waste and inert street sweepings and silt from surface drains on land to prevent contamination

of ground water, surface water, ambient air and attraction of animals or birds ;

- (23) **“Domestic hazardous waste”** means discarded paint drums, pesticide cans, CFL bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauge, etc., generated at the household level ;
- (24) **“Door to door collection”** means collection of solid waste from the door step of households, shops, commercial establishments, offices, institutional or any other non-residential premises and includes collection of such waste from entry gate or a designated location on the ground floor in a housing society, multistoried building or apartments, large residential, commercial or institutional complex or premises ;
- (25) **“Dry waste”** means waste other than bio-degradable waste and inert street sweepings and includes recyclable and non recyclable waste, combustible waste and sanitary napkin and diapers, etc. ;
- (26) **“Dump sites”** means a land utilized by local body for disposal of solid waste without following the principles of sanitary land filling ;
- (27) **“Event”** means any gatherings for the purpose of functions, celebrations, meetings, rallies, processions, open air theatre activities, cinema shootings in public areas ;
- (28) **“Extended producer responsibility”** (EPR) means responsibility of any producer of packaging products such as plastic, tin, glass, wrappers and corrugated boxes, etc., for environmentally sound management, till end-of-life of the packaging products ;
- (29) **“E-waste”** shall have the same meaning as defined under Rule 3(l) (r) of the E-Waste (Management) Rules, 2016 ;

- (30) **“Facility”** means any establishment wherein the solid waste management processes namely segregation, recovery, storage, collection, recycling, processing, treatment or safe disposal are carried out ;
- (31) **“Familiarization/warning period”** means that specific period, during which there is a relaxation in the fines for contravention of these bye-laws ;
- (32) **“Fine”** means penalty imposed on waste generators or operators of waste processing and disposal facilities under the bye-laws for non- compliance of the directions contained in rules and/or these bye-laws ;
- (33) **“Fixed Compactor Transfer Station (FCTS)”** means a powered machine which is designed to compact segregated solid waste and remains stationary when in operation. The compacts or may also be mobile when in operation, which may be called Mobile Transfer Station (MTS) ;
- (34) **“Handling”** includes all activities relating to sorting, segregation, material recovery, collection, secondary storage, shredding, baling, crushing, loading, unloading, transportation, processing and disposal of solid wastes ;
- (35) **“Hazardous waste”** means any waste which by reason of any of its physical, chemical, reactive, toxic, causing danger or is likely to cause danger to health or environment, whether alone or when in contact with other wastes or substances and all other hazardous wastes as defined in the Hazardous Wastes (Management and Handling) Rules, 1989 as amended to date and the Hazardous and other waste (Management and Transboundary Movement) Rules, 2016 ;
- (36) **“Horticulture, Parks and Garden Waste”** means waste from parks, gardens traffic island etc. These include grass clipping, annual weeds woody 'brown' carbon-rich material such as branches, twigs, wood chipping, straw, dead leaves, tree trimmings, etc. which cannot be accommodated in the daily collection system for bio-degradable waste ;

- (37) **“House-gully”** means a passage or strip of land, constructed, set apart or utilized for the purpose of serving as or carrying a drain or affording access to the latrine, urinal, cesspool or other receptacle for filling of other polluted matter by persons employed in the clearing thereof or in the removal of such matter therefrom ;
- (38) **“Incineration”** means an engineered process involving burning or combustion of solid waste to thermally degraded waste materials at high temperatures ;
- (39) **“Inerts”** means wastes which are not bio-degradable, recyclable or combustible street sweeping or dust and silt removed from the surface drains ;
- (40) **“Informal waste collector”** includes individuals, associations or waste traders who are involved in sorting, sale and purchase of recyclable materials ;
- (41) **“Leachate”** means the liquid that seeps through solid waste or other medium and has extracts of dissolved or suspended material from it ;
- (42) **“Litter”** means all refuse and includes any other waste material which, if thrown or deposited as prohibited under these Bye-Laws, tends to create uncleanness or a danger or nuisance to public health, safety or welfare ;
- (43) **“Littering”** means putting litter in such a location that it falls, descends, blows, is washed, percolates or otherwise escapes or is likely to fall, descend blow, be washed, percolate or otherwise escape into or onto any public place, or causing, permitting or allowing litter to fall, descend, blow, washed, percolate or otherwise escape into or onto any public place ;
- (44) **“Local body”** for the purpose of these bye-laws means Municipal Committees, Kulgam ;

- (45) **“Materials Recovery facility”** (MRF) means a facility where non-compostable solid waste can be temporarily stored by the local body or any other entity or any person or agency authorised by any of them to facilitate segregation, sorting and recovery of recyclables from various components of waste by authorised informal sector of waste pickers, informal recyclers or any other work force engaged by the local body or entity for the purpose before the waste is delivered or taken up for its processing or disposal ;
- (46) **“Neighbourhood”** means a clearly defined locality, with reference to its physical layout, character or inhabitants ;
- (47) **“New construction”** means all buildings under construction within the limits of the Municipal Committee, Kulgam in the district ;
- (48) **“Non-biodegradable waste”** means any waste that cannot be degraded by microorganisms into simpler stable compounds ;
- (49) **“Nuisance”** includes any act, omission, place or thing which comes or is likely to cause injury, danger, annoyance or offence to the sense of sight, smelling or hearing or which is or may be dangerous to their life or injurious to health or property ;
- (50) **“Nuisance Detectors”** (NOs) means those employees of the Municipal Committee, Kulgam who are appointed to detect the acts of Public nuisance, etc. ;
- (51) **“Occupier/occupant”** includes any person who for the time being is in occupation of, or otherwise using, any land or building or part thereof, for any purpose whatsoever ;
- (52) **“Operator of a facility”** means a person or entity, who owns or operates a facility for handling solid waste which includes the local body and any other entity of agency appointed by the Municipal Committee, Kulgam ;

- (53) **“Owner”** means any person who exercises the rights of an owner of any building, or land or part thereof ;
- (54) **“Pelletisation”** means a process whereby pellets are prepared which are small cubes or cylindrical pieces made out of solid waste and includes, fuel pellets which are also referred as refuse derived fuel ;
- (55) **“Primary collection”** means collecting, lifting and removal of segregated solid waste from source of its generation including households, shops, offices and any other non-residential premises or from any collection points or any other location specified by the Municipal Committee, Kulgam ;
- (56) **“Processing”** means any scientific process by which segregated solid waste is handled for the purpose of reuse, recycling or transformation into new products ;
- (57) **“Public place”** includes any road, arch road, viaduct, lane, footway, alley or passage, highway, causeway, bridge, square alley or passage whether a thoroughfare or not over which the public have a right of passage, and such places to which the public has access such as parks, gardens, recreation grounds, playgrounds, beaches, water bodies, water courses, public plazas and promenades, government and municipal buildings, public hospitals, markets, slaughter houses, courts, etc. ;
- (58) **“Prescribed”** means prescribed by SWM Rules and/or these bye-laws ;
- (59) **“Receptacle”** means any storage container, including bins and bags, used for the storage of any category of MSW ;
- (60) **“Recycling”** means the process of transforming segregated non-biodegradable solid waste into new material or product or as raw material for producing new products which mayor may not be similar to the original products ;

- (61) **“Recyclable Waste”** means the waste that is commonly found in the MSW. It is also called as "Dry Waste". These include many kinds of glass, paper, metal, plastic, textiles, electronics goods, etc. ;
- (62) **“Redevelopment”** means rebuilding of old residential or commercial buildings at the same site, where the existing buildings and other infrastructures have become dilapidated ;
- (63) **“Refuse”** means any waste matter generated out of different activities, processes, either Bio-degradable/Non-biodegradable/recyclable in nature in either solid or semi-solid form which cannot be consumed, used or processed by the generator in its existing form ;
- (64) **“Refuse Derived Fuel” (RDF)** means fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste, other than chlorinated materials, in the form of pellets or fluff produced by drying, shredding, dehydrating and compacting of solid waste ;
- (65) **“Residual solid waste”** means and includes the waste and rejects from the solid waste processing facilities which are not suitable for recycling or further processing ;
- (66) **“Rule”** means Solid Waste Management Rules, 2016 ;
- (67) **“Sanitation”** means the promotion of hygiene and the prevention of disease and other consequences of ill health relating to environmental factors ;
- (68) **“Sanitary Landfill Facility”** means a waste disposal site for the deposit of residual solid waste in a facility designed with protective measures against pollution of ground water, surface water and air fugitive dust, wind-blown litter, bad odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion ;

- (69) **“Sanitary land filling”** means the final and safe disposal of residual solid waste and inert wastes on land in a facility designed with protective measures against pollution of ground water, surface water and fugitive air dust, wind-blown litter, bad odour, fire hazard, animal menace, bird menace, pests or rodents, greenhouse gas emissions, persistent organic pollutants slope instability and erosion ;
- (70) **“Sanitary waste”** means wastes comprising of used diapers, sanitary towels or napkins, tampons, condoms, incontinence sheets and any other similar waste ;
- (71) **“Sanitary worker”** means a person employed by the Municipal Committee, Kulgam for collecting or removing MSW or cleaning the drains in the Municipal Committee, Kulgam areas ;
- (72) **“Schedule”** means the Schedule appended to these rules ;
- (73) **“Storage”** means the temporary containment of solid waste in a manner so as to prevent littering, attraction to vectors, stray animals and excessive foul odour ;
- (74) **“Secondary storage”** means the temporary containment of solid waste after collection at secondary waste storage depots or MRFs or bins for onward transportation of the waste to the processing or disposal facility ;
- (75) **“Segregation”** means sorting and separate storage of various components of solid waste namely biodegradable wastes including agriculture and dairy waste, non biodegradable wastes including recyclable waste, non-recyclable combustible waste, sanitary waste and non recyclable inert waste, domestic hazardous wastes, and construction and demolition wastes ;
- (76) **“Service provider”** means an authority providing public utility services like water, sewerage, electricity, telephone, roads, drainage, etc. ;

- (77) **“Solid waste”** means and includes solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, catering and market waste and other non-residential wastes, street sweepings, silt removed or collected from the surface drains, horticulture waste, agriculture and dairy waste, treated bio-medical waste, Hazardous waste excluding industrial waste, bio-medical waste and e-waste, battery waste, radio-active waste generated in the area under the local authorities and other entities ;
- (78) **“Sorting”** means separating various components and categories of recyclables such as paper, plastic, cardboards, metal, glass, etc., from mixed waste as may be appropriate to facilitate recycling ;
- (79) **“Source”** means the premises in which the waste is generated or a community storage centre used by owners/occupiers of one or more premises for segregated storage of MSW ;
- (80) **“Spittoon”** means a metal or earthenware pot typically having a funnel-shaped top, used for spitting into ;
- (81) **“Stabilising”** means the biological decomposition of biodegradable wastes to a stable state where it generates no leachate or offensive odours and is fit for application to farm land, soil erosion control and soil remediation ;
- (82) **“Stabilised biodegradable waste”** means the biologically stabilized (free of pathogens) waste resulting from the mechanical/biological treatment of bio degradable waste ; only when stabilised can such waste be used with no further restrictions ;
- (83) **“Street vendor”** means any person engaged in vending of articles, goods, wares, food items or merchandise of everyday use or offering services to the general public, in a street, lane, side walk, footpath, pavement, public park or any other public place or private area, from a temporary built up

structure or by moving from place to place and includes hawker, peddler, squatter and all other synonymous terms which may be local or region specific; and the words "street vending" with their grammatical variations and cognate expressions, shall be construed accordingly ;

- (84) **"Tipping fee"** means a fee or support price determined by the local authorities or any state agency authorised by the State government to be paid to the concessionaire or operator of waste processing facility or for disposal of residual solid waste at the landfill ;
- (85) **"Transportation"** means conveyance of solid waste, either treated, partly treated or untreated from a location to another location in an environmentally sound manner through specially designed and covered transport system so as to prevent the foul odour, littering and unsightly conditions ;
- (86) **"Transfer station"** means a facility created to receive solid waste from collection areas and transport in bulk in covered vehicles or containers to waste processing and, or, disposal facilities ;
- (87) **"Treatment"** means the method, technique or process designed to modify physical, chemical or biological characteristics or composition of any waste so as to reduce its volume and potential to cause harm ;
- (88) **"User fee/Charges"** means fees or charges imposed by Municipal Committee, Kulgam through general or special order of the Competent Authority from time-to-time, on the waste generator to cover full or part cost of providing solid waste collection, transportation, processing and disposal services ;
- (89) **"Vacant Plot"** means any Land or open space belonging to a private party/person that is not occupied by them/him ;

- (90) **“Vermi composting”** means the process of conversion of bio-degradable waste into compost using earth worms ;
- (91) **“Waste hierarchy”** means the priority order in which the solid waste is to be managed by giving emphasis to prevention, reduction reuse, recycling, recovery and disposal, with prevention being the most preferred option and the disposal at the landfill being the least ;
- (92) **“Waste generator”** means and includes every person or group of persons, every residential premises and non-residential establishments including Indian Railways, defence establishments, which generate solid waste or other institutions i. e. Hotels, restaurants, malls, private/government business/industrial establishments falling within the limits of Municipal Committee, Kulgam ;
- (93) **“Waste picker”** means a person or groups of persons informally engaged in collection and recovery of reusable and recyclable solid waste from the source of waste generation, streets, bins, material recovery facilities, processing and waste disposal facilities for sale to recyclers directly or through intermediaries to earn their livelihood.

CHAPTER II

SEGREGATION AND PRIMARY STORAGE OF SOLID WASTE

4. Segregation and storage of solid waste at source.

(1) It shall be necessary for all waste generators to separate and store the solid waste coming out of their own places regularly into three streams namely :

- (a) non-biodegradable or dry waste ;
- (b) biodegradable or wet waste ;

- (c) domestic hazardous waste; and deposit it into covered waste bins, and handover segregated waste to designated waste collectors as per the direction of Municipal Committee, Kulgam, from time to time.

(2) Every bulk waste generator is to separate and store the solid waste coming out of their own places into three streams namely :ô

- (a) non-biodegradable or dry waste ;
- (b) biodegradable or wet waste ;
- (c) hazardous waste in suitable bins ; and handover segregated waste to authorised waste processing or disposal facilities or deposition centres through the authorised waste collection agency with paying the carrying charges specified by Municipal Committee, Kulgam from time to time.

(3) The colour of bins for storage of segregated waste shall be green- for biodegradable waste or wet waste blue - for non- biodegradable or dry waste and black- for domestic hazardous waste.

(4) All resident welfare and market associations shall ensure segregation of waste at source by the generators, facilitate collection of segregated waste in separate streams, handover recyclable material to either the authorised waste pickers or the authorised recyclers. The bio-degradable waste shall be processed, treated and disposed of through composting or bio-methanation within the premises as far as possible. The residual waste shall be given to the waste collectors or agency as directed by Municipal Committee, Kulgam.

(5) All gated communities and institutions with more than 5,000 sq. m. area shall ensure segregation of waste at source by the generators, facilitate collection of segregated waste in separate streams, handover recyclable material to either the authorised waste pickers or the authorised recyclers. The bio-degradable waste shall be processed, treated and disposed off through composting or bio- methanation within the premises as far as possible. The residual waste shall be given to the waste collectors or agency as directed by Municipal Committee, Kulgam.

(6) All hotels and restaurants shall ensure segregation of waste at source, facilitate collection of segregated waste in separate streams, handover recyclable material to either the authorised waste pickers or the authorised recyclers. The bio-degradable waste shall be processed, treated and disposed of through composting or bio-methanation within the premises as far as possible. The residual waste shall be given to the waste collectors or agency as directed by Municipal Committee, Kulgam.

(7) No person shall organize an event or gathering of more than one hundred persons at any unlicensed place without intimating Municipal Committee, Kulgam along with payment of user fee as prescribed in the schedule, at least three working days in advance and the person or the organizer of such event shall ensure segregation of waste at source and handing over of segregated waste to waste collector or agency as specified by Municipal Committee, Kulgam.

(8) Used sanitary waste are to be securely wrapped as and when generated in the pouches provided by the manufacturers or brand owners of these products or in a news paper or suitable biodegradable wrapping material and place the same in the bin meant for non- biodegradable waste or dry waste.

(9) Every street vendor shall keep suitable containers for storage of segregate waste generated during the course of his activity such as food waste, disposable plates, cups, cans, wrappers, coconut shells, leftover food, vegetables, fruits, etc., and shall deposit such waste at waste storage depot or container or vehicle as notified by Municipal Committee, Kulgam.

(10) Waste generator of garden and horticulture waste generated from his premises shall store such waste separately in his own premises and dispose of the same as per the directions of Municipal Committee, Kulgam from time to time.

(11) Domestic Hazardous Waste shall be stored and delivered by every waste generator to the collection vehicle which shall be provided weekly/periodically by Municipal Committee, Kulgam or any other Agency authorised by it for collection of such waste, or to a centre designed for collection of such waste for disposal in a manner that is mandated by the Government of Jammu and Kashmir or State Pollution Control Board.

(12) Construction and Demolition Waste shall be stored and delivered separately as per the Construction and Demolition Waste Management Rules, 2016.

(13) No untreated bio-medical waste, e-waste, hazardous chemicals and industrial waste shall be mixed with solid waste. Such waste shall be disposed off in accordance with the respective rules framed under the Environment (Protection) Act, 1986.

(14) Every owner/occupier of any premises other than designated slaughter houses and markets, who generates poultry, fish and slaughter waste as a result of any commercial activity, shall store the same separately in closed, hygienic condition and deliver it at a specified time, on a daily basis to the Municipal Committee, Kulgam collection vehicle provided for this purpose. Depositing of such waste in any community waste bin is strictly prohibited.

(15) Segregated bio-degradable solid waste if not composted by the generators, shall be stored by them within their premises and its delivery shall be ensured to the municipal worker/vehicle/waste picker/waste collector or to the bio-degradable waste collection vehicle provided for specified commercial generators of bulk bio-degradable waste at such times as may be notified from time to time.

CHAPTER III

SOLID WASTE COLLECTION

5. *Collection of Solid Waste.* (1) In compliance with SWM Rules, 2016, door to door collection of segregated solid waste shall be implemented in all areas or Wards of Municipal Committee, Kulgam (Through Municipal Committee, Kulgam), to collect garbage from every house, including slums and informal settlements on a daily basis by integrating the informal door to door collection system with Municipal Committee, Kulgam collection system.

(2) In order to collect garbage from every house, area-wise specific time slot shall be set and published at conspicuous parts of that area and on the website of Municipal Committee, Kulgam. Commonly, time for house to house garbage collection shall be set from 5.30 A. M. to 10.30 A. M. for summer and for winter 7:00 A. M. to 11:00 A. M. For collection

of garbage from trading establishments, shops in commercial areas or any other institutional waste generators, commonly the time shall be from 7.30 A. M. to 11.00 A. M. However, sweeping can be undertaken twice daily, if required at public and commercial places. The timing for collection of garbage from the trading establishments, shops in commercial areas or any other institutional waste generators shall be decided by the Municipal Committee, Kulgam.

(3) Arrangements shall be made for collection of residual solid waste from bulk waste generators, which are processing waste *in situ*.

(4) Residual solid waste from vegetable, fruit, flower, meat, poultry and fish market shall be collected on day to day basis.

(5) Horticulture and garden waste shall be separately collected and disposed off. One or two days in a week shall be specified for this purpose.

(6) To make optimum use of bio-degradable waste from fruits and vegetable markets, meat and fish markets, bulk horticulture and garden waste and to minimize the cost of collection and transportation, such waste shall be processed or treated within the area where waste is generated.

(7) Manual handling of waste in the containers shall be prohibited. If unavoidable due to constraints, manual handling shall be carried out under proper protection with due care for safety of workers.

(8) Waste generators shall be responsible to deposit their segregated waste in the Auto-Tipper/Rickshaws etc. deployed by Municipal Committee, Kulgam. Segregated waste from multistoried buildings, apartments, housing complexes may be collected from the entry gate or any other designated location.

(9) Changing needs and advances in technology shall be taken into consideration for selection of collection equipment and vehicles. Auto-Tippers or vehicles of specific capacity with hydraulically operated hopper covering mechanism from top having two compartments for carrying biodegradable and non-biodegradable waste separately with a hooter shall be deployed for collection of waste.

(10) Automatic voice recorded device, bell or horn having sound not more than the permissible noise level shall be installed on every garbage collection vehicle used by waste collectors.

(11) Route plans for each primary collection and transportation vehicle shall be provided by Municipal Committee, Kulgam or by the notified authorised waste collector. These plans in tabular as well as GIS map form, duly approved by Municipal Committee, Kulgam shall mention starting point, start time, waiting points, waiting time on route, end point and end time of the specified route. Municipal Committee, Kulgam or the notified authorised waste collector shall provide a 'Board' at each street to display time-table of primary collection and transportation vehicles to allow residents avail the facility at prescribed time. Such information shall also be uploaded on the website of Municipal Committee, Kulgam and published in the local leading newspaper periodically for the information of General Public.

(12) In narrow streets that cannot be serviced by auto tipper or the vehicle, a 3-Wheeler or smaller motorized vehicle with hydraulically operated hopper covering mechanism from top having two compartments for carrying wet and dry waste separately with a hooter, compatible with mobile transfer station shall be deployed.

(13) In congested and narrower streets that cannot even be serviced by 3-Wheeler or smaller vehicle, cycle rickshaws or any other type of suitable equipment shall be deployed.

(14) Smaller, narrow and congested streets/lanes where even a 3-wheeler/ rickshaw etc. cannot operate, vantage points shall be designated at the start of the locality/street where the collection vehicle shall be parked and the helper/driver of vehicle shall carry a whistle and walk in the locality to announce arrival of vehicle for collecting solid waste. Time table for such collection system shall be displayed at the notice board and uploaded on the website of Municipal Committee, Kulgam.

(15) Auto tippers, 3-wheelers, rickshaws and any other type of collection vehicles engaged in this service shall collect waste only from households and not from any other source viz. dhalaos, open sites, ground, bins and drains etc.

(16) Municipal Committee, Kulgam or its notified authorised waste collectors shall be responsible to cover all the streets/lanes of each zone for the primary collection.

CHAPTER IV

SECONDARY STORAGE OF SOLID WASTE

6. *Storage of solid waste in the secondary storage points.*

(1) Segregated solid waste collected from doorsteps shall be taken to waste storage depots, community storage bins or fixed or mobile transfer stations or the locations specified by Municipal Committee, Kulgam for secondary storage of waste.

(2) Such secondary storage points shall have covered containers (of specified colour) for separate storage of :

- (a) non-biodegradable or dry waste ;
- (b) biodegradable or wet waste ;
- (c) domestic hazardous waste ;

(3) Different containers shall be used in the areas demarcated by Municipal Committee, Kulgam to keep segregated waste in the following manner :

- (a) green- for biodegradable waste ;
- (b) blue - for non-biodegradable ;
- (c) black - for domestic hazardous waste ;

Municipal Committee, Kulgam shall separately notify, from time to time, mandatory colour coding and other specifications of receptacles prescribed for storage and delivery of different types of solid waste to enable safe and easy collection without any mixing or spillage of waste, which generators of different types of solid waste shall have to adhere to.

(4) Municipal Committee, Kulgam on its own or through outsourcing agencies shall maintain the storage facilities for solid waste in a manner that does not create unhygienic and unsanitary conditions around it.

(5) Containers of various sizes in the secondary storage depots shall be provided by Municipal Committee, Kulgam or any assigned agencies in different colours as mentioned in these bye-laws.

(6) Storage facilities shall be created and established by taking into account quantities of waste generation in a given area and the density of population.

(7) Storage facilities shall be user friendly and shall be so designed that it ensures compaction of waste and that the waste stored is not exposed to open atmosphere.

(8) All the housing cooperative societies, associations, residential and commercial establishments and gated communities etc. shall have the responsibility to put coloured bins as prescribed by these bye-laws and to keep adequate number of containers in appropriate places in their own complexes, so that the daily waste generated there can be properly deposited.

(9) Municipal Committee, Kulgam or its specified agency shall carry out washing and disinfection of all the bins on a weekly basis.

(10) Recycling Centers for Dry Waste (Non-Biodegradable Waste)ô

(a) Municipal Committee, Kulgam shall convert its existing Dhalaos or identify specific location as per requirement, as 'Recycling Centers' which shall be used for segregation of dry waste received through street/door to door waste collection service. Recycling centers may be increased depending on the quantity of dry waste received.

(b) Dry (non-biodegradable) waste from street/door-to-door collection system and from commercial establishments shall

be transferred only to these designated recycling centers. These designated centers shall receive only dry waste.

- (c) There shall also be a provision for the households to directly deposit or sell their recyclable dry waste to the authorised agents and/or authorised waste dealers of Municipal Committee, Kulgam at these recycling centers at pre-notified rates. A weighing scale and a counter shall be provided at each recycling unit for this purpose. The authorised agents and/or authorised waste dealers shall be allowed to dispose off or sell the recyclable waste to the secondary market or recycling units only in consonance with the provisions of SWM Rules, 2016. The authorised agents and/or authorised waste dealers will be entitled to retain sales realization thereof.

(11) Deposition Centre for specified Domestic Hazardous Waste

- (a) For the collection of domestic hazardous waste, a deposition centre will be set up at a suitable location for receiving the specified domestic hazardous waste. Such facility shall be set in each ward in a manner as per guidelines prescribed and notify the timing of receiving of such waste.
- (b) Municipal Committee, Kulgam may also give the responsibility to its agency or concessionaire to collect domestic hazardous waste from all waste generators in segregated manner.
- (c) Such waste shall be transported separately to the hazardous waste disposal facility set up by the Government.

CHAPTER V

TRANSPORTATION OF SOLID WASTE

7. *Transportation of solid waste.* (I) Vehicles used for transportation of waste shall be covered in such manner that the collected

waste is not exposed to open environment. The vehicles may also include compactors and mobile transfer stations depending upon choice of technology by Municipal Committee, Kulgam.

(2) The storage facilities set up by Municipal Committee, Kulgam shall be attended daily for clearing waste. The areas around the place where the bins or containers are kept shall also be cleaned.

(3) Collected segregated bio-degradable waste from residential and other areas shall be transferred to the processing plants like compost plants, bio-methanation plants or any such other facilities in a covered manner.

(4) Wherever applicable, for bio-degradable waste, preference shall be given for on-site processing of such waste.

(5) Collected non-bio-degradable waste shall be transported to the respective processing facilities or secondary storage facilities.

(6) Construction and Demolition Waste shall be transported as per the provisions of the Construction and Demolition Waste Management Rules, 2016.

(7) Municipal Committee, Kulgam shall make arrangements for transportation of inerts in a proper manner. The street sweeping waste and removable drain silt shall be removed immediately after the work is over.

(8) Transportation vehicles shall be so designed that multiple handling of waste, prior to final disposal, is avoided.

(9) The collection vehicles engaged for the purpose shall deposit/transfer waste only at the MTS (Mobile Transfer Station) or FCTS (Fixed compactor Transfer Stations) wherever provided.

(10) In case MTS/FCTS is not stationed at the designated location at that point of time for any reason, then the 'loaded vehicle' shall go to the next designated location of the MTS or FCTS or the site specified by Municipal Committee, Kulgam to unload the waste.

(11) Fixed compactor transfer station shall be transported through hook loader.

(12) MTS or FCTS shall transport the waste directly to compost plant, waste to energy plant or any other site/plant designated by Municipal Committee, Kulgam .

(13) There should be no inter-mixing of waste from various sources during the transportation of waste.

(14) The services of street level collection and transportation of waste shall be provided every day including holidays.

(15) MTS engaged in this service shall receive waste only from designated auto tippers, 3-wheelers or vehicle/bins collecting waste from street level operations.

(16) Dedicated MTS shall be deployed at specified locations to receive waste from the Auto Tippers, 3-Wheelers, Rickshaws etc. engaged in street-level and door-to-door collection of solid waste from households and commercial establishments as per the approved route plans.

(17) Design of MTS and FCTS shall allow unloading of waste from primary collection vehicles by consuming minimum time and without littering waste.

(18) Garbage spilled near MTS and FCTS, while transferring the solid waste, should be cleaned so that no spillage is left. Disinfectant should be used after cleaning process at that location.

(19) Municipal Committee, Kulgam or its specified agency shall install CCTV cameras at all secondary storage facilities.

CHAPTER VI

PROCESSING OF SOLID WASTE

8. *Processing of solid waste.* (1) Municipal Committee, Kulgam shall facilitate construction, operation and maintenance of solid waste processing facilities and associated infrastructure on their own or through any agency for optimum utilisation of various components of solid waste

adopting suitable technology including the following technologies and adhering to the guidelines issued by the Ministry of Urban Development from time to time and standards prescribed by the Central Pollution Control Board :ô

- (a) to minimise transportation cost and environmental impacts, preference shall be given to decentralised processing such as bio-methanation, microbial composting, vermi-composting, anaerobic digestion or any other appropriate processing for bio-stabilisation of biodegradable waste ;
- (b) through medium/large composting bio-methanation plants at centralised locations ;
- (c) through waste to energy processes by refuse derived fuel for combustible fraction of waste or supply as feed stock to solid waste based power plants ; and/or
- (d) through construction and demolition waste management plants.

(2) Municipal Committee, Kulgam shall endeavour to create a market for consumption of RDF (Refuse Derived Fuel). The cement factories are liable to take RDF from municipal dumping sites who have to use RDF to the order of 5% of the total fuel burnt by them in their kilns.

(3) In waste to energy plant by direct incineration, absolute segregation shall be mandatory and be part of the terms and conditions of the relevant contracts.

(4) Municipal Committee, Kulgam shall ensure that recyclables such as paper, plastic, metal, glass, textile etc. go to authorised recyclers.

9. *Other guidelines for processing of solid waste.*ô (1) Municipal Committee, Kulgam shall enforce processing of bio-degradable waste on site of generation of such waste through composting or bio-methanation, as far as possible, at RWAs (Resident Welfare Associations), group housing societies, markets, gated communities and institutions with more than 5000 sq. m. areas, all hotels and restaurants, banquet halls and places of

such nature. Preference shall be given for on site processing of biodegradable waste generated by other waste generators as well.

(2) Bulk generators who fail to install waste processing units within their premises shall be liable for fine to install such processing units with time line envisaged in the notices. If they perpetually fail to establish waste disposal system within six months after first notice issued to them, ULBø are empowered to seal such erring bulk waste generating business establishments.

(3) Municipal Committee, Kulgam shall enforce that markets dealing with vegetables, fruits, flowers, meat, poultry and fish waste while processing bio-degradable waste ensure hygienic conditions.

(4) Municipal Committee, Kulgam shall enforce processing of horticulture, parks and garden waste separately in the parks and gardens by the generators.

(5) Municipal Committee, Kulgam shall involve communities in waste management and promote home composting, bio gas generation, decentralized processing of waste at community level, subject to control of odour and maintenance of hygienic conditions around the facility.

(6) The waste generator has to pay user charges/sanitation fee to the local bodies inspite of the fact if they process their waste at their institutional level.

CHAPTER VII

DISPOSAL OF SOLID WASTE

10. *Disposal of Solid waste.*ô Municipal Committee, Kulgam shall undertake on its own or through any other agency, the construction, operation and maintenance of sanitary landfill and associated infrastructure for disposal of residual waste and inert street sweepings and silt from surface drains in a manner prescribed under SWM Rules and any other obligation imposed by any other law for the time being in force.

CHAPTER VIII

USER FEE AND LEVYING OF SPOT FINE/PENALTY

11. *User fee for collection, transportation, disposal of solid waste.* (1) User fee shall be fixed for providing services for garbage collection, transportation and disposal from waste generators by Municipal Committee, Kulgam. The rates of user fee are specified in Schedule-I.

(2) The user fee so fixed shall be collected from waste generators by Municipal Committee, Kulgam.

(3) Municipal Committee, Kulgam shall prepare the database of all the waste generators for the purpose of levying user fee, and evolve appropriate mechanism for billing/collection/recovery of user charges, within three months from the date of notification of these bye-laws. The database shall be updated regularly.

(4) Municipal Committee, Kulgam shall adopt different methods for collection of user fee including online payment.

(5) Special days in a month, preferably in first week of each month, shall be fixed for collection of user fee.

(6) There shall also be a system of yearly or half yearly payment. If the user fee is paid in advance for the entire year, then amount for ten months will be charged instead of twelve months. Similarly, for six months advance payment, five and half months demand amount will be charged instead of six months.

(7) The user fee mentioned in Schedule-I shall stand automatically increased by 5% after every 3 years with effect from 1st January of the year.

(8) The user fee shall be collected only by the institution/person authorised by the competent authority by a general or special order in this behalf.

(9) In case of default of payment of user fee/fine, the competent authority may recover the same from the defaulter as an arrear of land

revenue as per the provision of Land Revenue Act, 1996. However, Municipal Committee, Kulgam shall be allowed to effect the recovery under the provisions of Jammu and Kashmir Municipal Act, 2000.

12. Fine/Penalty for contravention of SWM Rules.

(1) Whosoever contravenes or fails to comply with any of the provisions of SWM Rules or these bye-laws shall be imposed with fine as mentioned in Schedule-II appended to these bye-laws.

(2) In case of repeated contravention or non-compliance as mentioned in clause (a) above, fine amount for every such default shall be levied per day or month, as the case may be.

(3) The Commissioner/Executive Officer shall designate officers for levying fine or penalty by a general or special order in this behalf. The fine/penalty amount is specified in Schedule-II.

(4) The fine or penalty mentioned in Schedule-II shall stand automatically increased by 5% after every 3 years with effect from 1st January of the year.

(5) The fine shall be levied and collected on the spot by the designated officers. In case of non-payment of fine at the spot, the procedure for prosecution prescribed under provisions of the Environment (Protection) Act, 1986 shall follow.

(6) In realization of fines imposed on defaulters, the J&K State Pollution Control Board shall not renew the licenses of hotels and other business units unless an NOC is not procured by the business units from the Municipal Committee, Kulgam.

(7) Fine shall be imposed on the hospitals and allied concerns if they are found mixing bio-medical wastes with municipal solid waste.

(8) Charges for the material recovery by rag pickers or waste dealers to be decided by the Municipal Committee, Kulgam.

(9) Concession to bulk purchasers of compost/plastic/tin and recyclables on the price of by product, if any, as a result of processing of Solid Waste shall be decided by the concerned Municipal Committee, Kulgam.

(10) The cement manufacturing units shall be responsible to lift the RDF from municipal dumping sites and their license renewals be linked with Municipal Committee, Kulgam NOCø.

(11) Tippers ferrying building material and causing avoidable waste on the streets shall be liable for fine to be decided by the local body but not less than Rupees Five Hundred (500/-) per default.

13. *Responsibilities of Waste Generators.*ô (1) Prohibition of litteringô

- (a) Littering in any public place : No person shall litter in any public place except in authorised public or private litter receptacles. No person shall repair vehicles, wash/clean utensils or any other object or keep any type of storage in any public place except in such public facilities or conveniences specifically provided for any of these purposes.
- (b) Littering on any property : No person shall litter on any open or vacant property except in authorised private or public receptacles.
- (c) Litter-throwing from vehicles : No person, whether a driver or passenger in a vehicle, shall litter upon any street, road, sidewalk, playground, garden, traffic island or other public place. No vehicle shall be washed on roads, river banks, near public parks, water bodies.
- (d) Litter from goods vehicles : No person shall drive or move any truck or other goods vehicle unless such vehicle is so constructed and loaded as to prevent any load, contents or litter from being blown off or deposited upon any road, sidewalks, traffic island, playground, garden or other public place.
- (e) Litter by owned/pet animals : It shall be the responsibility of the owner of any pet animal including dog, cat etc. to promptly scoop/clean up any litter created by such pet on the street or any public place and take adequate steps for the proper disposal of such waste preferably by their own sewage system.

- (f) Disposal of waste in drain etc. No person shall litter in any drain/river/open pond/water bodies.

(2) Burning of waste : Disposal by burning of any type of solid waste at public places or at any private or public property is strictly prohibited.

(3) öClean Areaö : Every person shall endeavour that any public place in front of or adjacent to any premises owned or occupied by him including the footpath and open drain/gutter and kerb is free of any waste, either in solid or liquid form.

(4) For Public Gatherings and Events organised in public places for any reason (including for processions, exhibitions, circuses, fairs, political rallies, commercial, religious, socio-cultural events, protests and demonstrations, etc.) where the permission from the Police Department and/or from the Municipal Committee, Kulgam is required, it will be the responsibility of the organiser of the event or gathering to ensure the cleanliness of that area as well as all appurtenant areas.

(5) Refundable Cleanliness Deposit, as may be notified by the Municipal Committee, Kulgam, will be taken from the organiser, by the concerned zonal office for the duration of the event. This deposit will be refunded on the completion of the event after it is noted that the said public place has been restored back to a clean state, and any waste generated as a result of the event has been collected and transported to designated sites. This deposit will be only for the cleanliness of the public place and does not cover any damage to property. In case the organisers of the event wish to avail of the services of the Municipal Committee, Kulgam for the cleaning, collection and transport of waste generated as a result of that event, they must apply to the concerned Executive Officer of the Municipal Committee, Kulgam and pay the necessary charges as may be fixed by the Competent Authority for this purpose.

(6) Dumping of solid waste on vacant plot and depositing construction and demolition waste at non-designated locations shall be dealt with by the Municipal Committee, Kulgam in the following manner :ö

- (a) The Municipal Committee, Kulgam may serve a notice on the owner/occupier of any premises, requiring such owner/

occupier to clear any waste on such premises in a manner and within a time specified in such notice.

- (b) If the person on whom the notice has been served fails to comply with the requirements imposed by the notice, such person shall be liable to pay penalties as prescribed from time to time.
- (c) If the person on whom the notice is served fails to comply with any requirements imposed by such notice, the Municipal Committee, Kulgam may
 - (i) Enter on the premises and clear the waste ; and
 - (ii) Recover from the occupier the expenditure incurred in having done so.

(7) Duty of manufacturers or brand owners of disposable products and sanitary napkins and diapers

- (a) All manufacturers/sole distributors/whole sellers of disposal products such as tin, glass, plastics packaging, wrappers etc., or brand owners who introduce such products in the market within the jurisdiction of Municipal Committee, Kulgam shall provide necessary financial assistance to Municipal Committee, Kulgam for establishment of waste management system. Municipal Committee, Kulgam may also coordinate with the concerned departments of Central Govt. and/or the Govt. of J&K for implementation of this provision.

0.5% of Annual turnover shall be chargeable from them for establishment/maintenance of solid waste management facilities to be deposited with the concerned Corporation/Local Body.

- (b) All such brand owners who sell or market their products in such packaging material which are non-biodegradable shall put in place a system to collect back the packaging waste generated due to their production.

- (c) Manufacturers or brand owners or marketing companies of sanitary napkins and diapers shall explore the possibility of using all recyclable materials in their products or they shall provide a pouch or wrapper for disposal of each napkin or diapers along with the packet of their sanitary products.
- (d) All such manufacturers, brand owners or marketing companies shall educate the masses for wrapping and disposal of their products.

(8) All industrial units using fuel and located within one hundred Km. from a solid waste based refuse derived fuel plant shall make arrangements to replace at least five percent of their fuel requirement by refused derived fuel so produced.

14. Responsibilities of Municipal Committee, Kulgam.

(1) Municipal Committee, Kulgam shall within its territorial area, be responsible for ensuring regular system of surface cleaning of all common streets/ roads, public places, temporary settlements, slum areas, markets, its own parks, gardens, drains etc. by employing human resources and machines and shall be bound to collect the garbage from the declared storage containers, and transport it every day to the final disposal point in closed vehicles for which Municipal Committee, Kulgam may engage private parties on contract or Public Private Partnership mechanism with the prior approval of Govt., apart from its own cleaning staff and vehicles. In addition, Municipal Committee, Kulgam shall identify all the commercial areas for carrying out sweeping twice a day.

(2) Municipal Committee, Kulgam or the authorised agency engaged by it shall provide and maintain sufficient number of community litter bins of sufficient size on public roads, in surroundings of railway stations, bus stops, religious places, in commercial areas etc.

(3) Municipal Committee, Kulgam for the purpose of managing solid waste activities in decentralized and regular manner shall designate one officer in every ward to supervise the spots of containers, public toilets, community toilets or urinals in public places, transfer station for public garbage, landfill processing units etc.

(4) The competent authority shall designate sufficient Senior Officer/s, preferably not below the rank of Additional Deputy Commissioner or equivalent, as Nodal Officer/s to monitor the progress of segregation, collection, transportation, processing and disposal of solid waste.

(5) Each ward shall be divided into sweeping beats based on the prescribed parameter and deploy manpower accordingly or rationalize the existing deployment and monitor their work by using latest technology. Wherever it is unable to get sweeping through its own staff, it may outsource through contract. Each beat shall be inspected by the supervising officials on daily basis prescribed as per directions.

(6) Municipal Committee, Kulgam, shall employ latest road/street cleaning machines, mechanical sweepers or other equipments which improves the efficiency of sweeping and drainage cleaning.

(7) Municipal Committee, Kulgam shall create awareness and sensitization through Information, Education and Communication (IEC) campaign and educate the waste generators and other stakeholders about the various provisions of Solid Waste Management Rules and these bye-laws with special emphasis on user fee and fines/penalties.

(8) Municipal Committee, Kulgam shall encourage waste generators to treat wet waste at source. It may consider creating systems for incentives for adoption of decentralized technologies such as bio-methanation, composting etc. Incentives may be like awarding and recognizing the households, RWAs and institutions etc. by giving certificates by publishing their names on respective websites or rebate in property tax etc.

(9) Municipal Committee, Kulgam shall ensure that the authorities of Agriculture Department, Floriculture Department, Horticulture, SKAUST are supplied with sufficient quantity of compost generated out of organic waste to phase out the use of chemical fertilizers and use compost in all parks, gardens maintained by them and wherever possible in other places under its jurisdiction. Incentives may be provided to recycling initiatives by informal waste recycling sector and shall take up with the Directorate of Horticulture, Agriculture and Floriculture for use of compost.

(10) Municipal Committee, Kulgam shall make efforts to streamline and formalize solid waste management systems and endeavour that the informal sector workers in waste management (waste pickers) are given priority to upgrade their work conditions and are enumerated and integrated into the formal system of solid waste management.

(11) Municipal Committee, Kulgam shall ensure that the operator of a facility provides personal protection equipment including uniform, fluorescent jacket, hand gloves, raincoats, appropriate foot wear and masks to all workers handling solid waste and the same are used by the workforce.

(12) Municipal Committee, Kulgam shall ensure occupational safety of its own staff and staff of outsourced agency involved in collection transport and handling of waste by providing appropriate and adequate personal protective equipments.

(13) In case of an accident at any solid waste processing or treatment or disposal facility or landfill site, the officer-in-charge of the facility shall report to Municipal Committee, Kulgam immediately which shall review and issue instructions, if any, to the in-charge of the facility.

(14) Regular checks : The Executive Officer, Municipal Committee, Kulgam shall conduct regular checks in various parts of the wards and other places of collection, transportation, processing and disposal of solid waste to supervise compliance of various provisions of SWM Rules and these bye-laws.

(15) Municipal Committee, Kulgam shall develop a public grievance redressal system (PGRS) by setting up of call centre at its headquarter. The PGRS may include SMS based service mobile application or web based services.

(16) Municipal Committee, Kulgam shall install bio-metric/smart card technologies/ICT System for tracking and recording attendance of employees associated with the working of SWM Rules and these bye-laws at Hq./all zones/ward offices etc. and shall make an endeavour to integrate such system with the salary/wages/remuneration.

(17) Transparency and Public Accessibility : To ensure greater transparency and public accessibility, Municipal Committee, Kulgam, shall provide all necessary information through its website.

(18) Municipal Committee, Kulgam shall perform all other duties mentioned in SWM Rules, which have not been specifically mentioned in these bye-laws.

CHAPTER-X

MISCELLANEOUS

15. If any doubt or difficulty arises in the interpretation or implementation of these bye-laws the same shall be placed before Administrative Secretary of Housing and Urban Development Department, whose decision in the matter shall be final.

16. *Co-ordination with Government Bodies.*—Municipal Committee, Kulgam shall co-ordinate with other government agencies and authorities, to ensure compliance of these bye-laws within areas under the jurisdiction or control of such bodies. In case of any difficulty matter shall be placed before Chief Secretary of Government of J&K.

17. The Competent Authority may issue general or special orders from time to time for proper implementation of Solid Waste Management Rules, 2016 and these bye-laws.

18. *Right to Appeal.*—Any person aggrieved or affected by Municipal Committee, Kulgam Solid Waste Management Bye-Laws, 2019 shall have the right to appeal before concerned Director/Executive Officer of Urban Local Bodies, Kashmir/Municipal Committee, Kulgam within 30 days and in case he is not satisfied with the disposal of Director/Executive Officer concerned, the second appellate authority shall be the Administrative Secretary of Housing and Urban Development Department whose decision shall be final and binding.

(19) *Jurisdiction.*—For filing cases against the Bye-Laws, the Jurisdiction is Kulgam/Anantnag/Srinagar only.

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SCHEDULE-I

USER FEE SOLID WASTE MANAGEMENT

S.No.	Categories	User Fee from each premises/ House/Dwelling Unit/Flat per month (In Rupees)
1	2	3
1.	Residential dwelling unit (Covered area) :	
	i. Up to 2000 Sq. ft.	50
	ii. Over 2000 Sq. ft.	75
2.	Street Vendor	50
3.	Commercial Establishments, Shops, Eating Places (Dhaba/Sweet/Shops/ Coffee House etc.)	100
4.	Guest House/Dharamshalas/ Hostels/Paying Guest	500
5.	Restaurant up to sitting of 50 persons	500
6.	Restaurant with sitting of more than 50 persons	1000
7.	Hotel (Up to 3 star)	1000
8.	Hotel (above 3 star)	5000
9.	Commercial offices, Government officers, bank, insurance offices, coaching classes, educational institutes etc.	100
10.	Kinder Garten, Cretches etc.	--
11.	Clinic, dispensary, laboratories, Nursing homes (up to 50 beds) only non-bio medical waste	500
12.	Nursing Homes (above 50 beds) only Non-biomedical waste	500

1	2	3
13.	Hospital, Nursing Homes (above 50 beds) only Non-biomedical waste	4000
14.	Small and cottage industry, workshop (only non-hazardous waste)	500
15.	Godowns, cold storages (only non-hazardous waste)	1000
16.	Automobiles, showrooms	1000
17.	Service Stations, Automobile Workshops	500
18.	Marriage/Party Halls, Festivals Halls, Party Lawns, exhibition and fairs	1000
19.	Clubs, cinemas halls, pubs, multiplexes and other such places	1000
20.	Any other non-commercial, commercial, religious or charitable institution not covered in any of above categories	500
21.	Dairies & Kennels	500
22.	Other places/activity not marked as above	As decided by the Executive Officer, Municipal Committee, Kulgam by general or special order.

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SCHEDULE II

FINE/PENALTY

S.No	Rule/Bye-Laws No.	Offences	Applicable to	Fine for every default (In Rs.)
1	2	3	4	5
1.	Rule 4 (1)(a) of SWM Rules	Failure to segregate and store waste and handover segregated waste in accordance with the Rule	Residential	500
			Marriage/Party Halls, Farms, Banquet Hall, Festival Halls, Party Lawns, Shopping Malls etc.	10,000
			Clubs, Multiplexes, Cinema Halls, Pubs, Community Halls, Exhibition and fairs and other such places	5,000
			Other non-residential entities	1,000
2.	Rule 4 (1) (b) and (d) of SWM Rules	* Failure to deal with sanitary waste in	Residential	500

	accordance with the Rule			
	* Failure to deal with horticulture waste and garden waste in accordance with the Rule	Non-Residential	1,000	
3.	Rule 4 (1) (c) of SWM Rules	Residential	2,000	
	Failure to deal with construction and demolition waste in accordance with the Rule	Non-Residential	5,000	
4.	Rule 4 (2) of SWM Rules	Residential	2,000	
	Open burning of solid waste	Non-Residential	5,000	
5.	Rule 4 (4) of SWM Rules	Person(s), who has/ve organised	5,000	
	Organizing an event or gathering of			

1	2	3	4	5
		more than one hundred person at any unlicensed place without following the prescribed procedure	such event or gathering or, on whose behalf such event or gathering has been organized and the event manager(s), if any, who has/ve organized such event or gathering	
6.	Rule 4 (5) of SWM Rules	Street vendor failing to deal with waste in accordance with the Rule	Violator	500

7.	Bye-Law 13 (i) read with Rule 15 (g) of SWM Rules	Littering	Offender	500
Normally the fine shall be levied only once in a month for violation. However, if the violator is habitual of repeating the violation daily Rs. 100.00 per day shall be recovered.				
8.	Rule 4 (6) of SWM Rules	Failure to deal with waste in accordance with the Rule	Resident Welfare Association Market Association	5,000 10,000
9.	Rule 4 (7) of SWM Rules	Failure to deal with waste in accordance with the Rule	Gated Community Institution	10,000 15,000
10.	Rule 4 (8) of SWM Rules	Failure to deal with	Hotel	20,000

1	2	3	4	5
		waste in accordance with the Rule	Restaurant	10,000
11.	Rule 17 (2) of SWM Rules	Selling or marketing of disposable products without a system of collecting back the packaging waste generated due to their production	Manufacturer and/or Brand Owner	50,000
12.	Rule 17 (3) of SWM Rules	Failure to take measure in accordance with the Rules	Manufacturer and/or Brand owner and/or marketing companies	50,000

50,000

Industrial Unit

Failure to
replace fuel
requirement
by refuse
derived fuel

Rule 18 of
SWM Rules

13.

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Calendar Year:	Date of Submission of
2019-20	report
	29-05-2019

1

2

1	Name of the City/Town and State	M. C., Kulgam/Jammu and Kashmir
2	Population :	15090 as per census, 2011
3	Area in Sq. Kilometers	4.5 Sq. Km.
4	Name and Address of local body	M. C., Kulgam
	Telephone No.	01931-260028
	Fax No.	01931-260028
	E-mail:	eomckulgam@gmail.com

5	Name of the officer-in-charge dealing with Solid Waste Management (Solid Waste)	Syed Khalid Geelani
	Phone No.	01933-260028
	Fax No.	01931-260028
	E-mail:	eomckulgam@gmail.com

6	Number of households in the city/town	2839 as per census, 2011
	Number of non-residential premises in the city	
	Number of election/administrative wards in the city/town	13 Wards

1	2
7 Quantity of Solid Waste (Solid Waste)	21 tonns per day
Estimated Quantity of Solid Waste generated in the local body area per day in metric tones	21/tpd
Quantity of Solid Waste collected per day	18/tpd
Per capita waste collected per year	400/gm/day
Quantity of solid waste processed	/tpd
Quantity of solid waste disposed at dumpsite/landfill	18/tpd
8 Status of solid waste management service	Presently the solid waste is not disposed of as per the guidelines of Solid Waste Management Rules due to lack of required Machinery/infrastructure.
Segregation and storage of waste at source	
Whether Solid Waste is stored at source in domestic/commercial/institutional bins, if yes.	Yes/No
Percentage of Household practice storage of waste at source in domestic bins	&
Percentage of non-residential premises practices storage of waste at source in commercial/institutional bins	2%
Percentage of households dispose or throw solid waste on the streets	0%

1	2
Percentage of non-residential premise dispose or throw solid waste on the streets	100%
Whether solid waste is stored at source in segregated form, if yes.	Yes/No
Percentage of premises segregating the waste at source	0%
Door to Door Collection of solid waste	0
Whether door to door collection (D2D) of solid waste is being done in the city/town, if yes	Yes/No
Number of wards covered in D2D collection of waste	
Number of household covered	
Number of non-residential premises including commercial establishments, hotels, restaurant, educational institution/offices etc. covered	
Percentage of residential and non-residential premises covered in door to door collection through :	
Motorized vehicle	%
Containerized tricycle/Handcart	%
Other device	%
If not, method of primary collection adopted	

1	2
Sweeping of streets	Sweeping of streets is made on daily basis.
Length of roads, streets, lanes, bye-lanes in the city that need to be cleaned	12 Km
Frequency of street sweeping and percentage of population covered	Frequency Daily Alternate Twice Occass- Days a week ionally % of Daily 8% 4% 3% population (Twice covered in day)
Tools used	100%
Manual sweeping	%
Mechanical Sweeping	
Whether long handle broom used by sanitation workers	Yes
Whether each sanitation worker is given handcart/tricycle for collection of waste	Yes/No
Whether handcart/tricycle is containerized	Yes/No
Whether the collection tools synchronizes with collection/waste storage containers utilized	Yes/No
Secondary Waste Storage facilities	The waste is collected and dumped temporarily at some designated places for time being in the early morning and later on transported to Solid Waste disposal site engaging mechanical transport in early hours of the day.

1 No. and type of waste storage depots in the city/town	2 No. capacity in m3
* Open waste storage sites	Yes
* Masonry bins	No
* Cement concrete cylinder bins	No
* Dhalao/covered rooms/space	No
* Covered metal/plastic containers	No
* Up to 1.1 m3 bins	No
* 2 to 5 m3 bins	No
* Above 5 m3 containers	No
* Bin-less city	No
Bin/Population ratio	Nil
Ward-wise details of waste storage depots (attach) :	Out of 181 dustbins in Town at different sites, 104 dustbins are misplaced during different turmoil.
Ward No.	
Area :	
Population	
No. of bins placed	
Total volume of bins placed	
Total storage capacity of waste storage facilities in cubic meters	
Total Waste actually stored at the waste storage depots daily	
Give frequency of collection of waste from the depots	Frequency
Number of bins cleared	No. of bins
	90%
	6%
	4%
	Nil
	Nil

1	2
Whether storage depots have facility for storage of segregated waste in green, blue and black bins	Yes/No (if yes, add details) No. of green bins No. of blue bins No. of black bins
Whether lifting of solid waste from storage depots in manual or mechanical, give percentage	
(%) of manual lifting of solid waste	(5%)
(%) of mechanical lifting	(95%)
If mechanical specify the method used	Front-end loaders/Top loaders
Whether lifted from door to door and transported to treatment plant directly in a segregated form	Yes/No (if yes, specify)
Waste transportation per day Type and number of vehicles used	No. trips made waste transported
Animal cart	
Tractors	04 trips per day
Non-tipping Truck	
Tipping Truck	05 trips per day
Dumper Placers	
Refuse Collectors	
Others	
JCB/Loader	1 loader

1	2
<p>Details of technologies adopted</p> <p>Composting</p> <p>Vermi composting</p> <p>Bio-methanation</p> <p>Refuse Derived Fuel</p> <p>Waste to Energy technology such as incineration, gasification, pyrolysis or any other technology (give detail)</p>	<p>Presently the waste processing site is developed and in near future compositing of waste will be made by installing necessary machinery</p> <p>Qty. raw material processed Qty. final product produced Qty. sold Quantity of residual waste landfilled</p> <p>Qty. raw material processed Qty. final product produced Qty. sold Quantity of residual waste landfilled</p> <p>Qty. raw material processed Qty. final product produced Qty. sold Quantity of residual waste landfilled</p> <p>Qty. raw material processed Qty. final product produced Qty. sold Quantity of residual waste landfilled</p> <p>Qty. raw material processed Qty. final product produced Qty. sold Quantity of residual waste landfilled</p>

1	2
Co-processing	Qty. raw material processed
Combustible waste supplied to Cement plant	
Combustible waste supplied to solid waste based power plants	
Others	Qty.
Solid waste disposal facilities	Presently solid waste is disposed off in open landfill site which is occasionally covered by soil
No. of dumpsite available with the local body	01 No.
No. of sanitary landfill sites available with the local body	Nil
Area of the as such sites available for waste disposal	20 K
Distance of dumpsites/landfill facility from city/town	2.50 Kms.
Distance from the nearest habitation	0.5 Kms.
Distance from water body	0.20 Kms.
Distance from state/national highway	16 Kms.
Distance from Airport	77 Kms.
Distance from important religious place or historical monuments	2.50 Kms.
Whether it falls in flood prone area	Yes/No
Whether it falls in earthquake fault line area	Yes/No

1	2
Quantity of waste landfilled each day	18tpd
Whether landfill site is fenced	Yes/No
Whether Lighting facility is available on site	Yes/No
Whether Weigh bridge facility is available	Yes/No
Vehicle and equipments used at landfill (specify)	Bulldozers, compacters available
Manpower deployed at landfill site	Yes/No If Yes, (Attach details)
Whether covering is done on daily basis	Yes/No
If not, Frequency of covering the waste deposited at the landfill	Once in month
Cover material used	Soil
Whether adequate covering material is available	Yes/No
Provisions for gas venting provided	Yes/No (If yes, attach technical data sheet)
Provision for Leachate Collection	Yes/No (If yes, attach technical data sheet)
Whether an Action Plan has been prepared from improving solid waste management practices in the City	Yes/No (If yes, attach technical data sheet)
What separate provisions are made for	Attach details on proposal steps taken

Dairy related activities	Yes/No
Slaughter houses waste	Yes/No
C&D waste (construction debris)	Yes/No
Details of post Closure plan	Attach Plan
How many slums are identified and whether these are provided with Solid Waste Management facilities	Yes (All wards are notified as slums)
Give details of : Local Body's own manpower deployed for collection including street sweeping, secondary storage, transportation, processing and disposal of waste	58 persons are deployed for collecting including street sweeping secondary Storage Transportation processing and disposal waste
Give details of : Contractor/concessionaire's manpower deployed for collection including street sweeping, secondary storage, transportation, processing and disposal of waste	Nil
Mention briefly the difficulties being experienced by the local body is complying with provision of these rules	Lack of infrastructure/ mechanical equipments
Mention briefly, if any innovative ideas is implemented to tackle a problem to solid waste, which could be replicated by other local bodies	Nil

(Sd.)

Executive Officer,
Municipal Committee, Kulgam.